

NOVATION OF RESTRICTIVE COVENANTS

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
§

WHEREAS, SPN ENTERPRISES, LLC, hereinafter “Grantor” or “SPN”, is the owner of Lot One (1) of Neel’s Place, a Subdivision in Galveston County, Texas according to the map or plat recorded under file number 2015051469 in the Office of the County Clerk of Galveston County, Texas, located at the Northeast corner of 77th Street at Seawall Boulevard, Galveston, Texas (the “Property”); and

WHEREAS, the County of Galveston, Texas hereinafter “Grantee” or “County” currently holds a right of reverter over a strip of the southern portion of the Property for the protection of the Seawall to the south; and

WHEREAS, the County acquired said strip of land spanning the southern portion of the Property in fee by virtue of a Deed dated March 11, 1954 filed of record in Volume 1037 Page 55 et seq. of the Deed Records of the Office of the County Clerk of Galveston County, Texas executed by Angelina C. Oldfield (“1954 Deed”); and

WHEREAS, in 2006, the County conveyed the southern portion of the Property to Loan Tran, et. vir, Vinh Tran in a Deed recorded under file number 2006075123 in the Office of the County Clerk of Galveston County, Texas, including restrictive covenants for the protection of the Seawall, which operate a right of reverter in favor of the County, as well as a 35-foot permanent easement along the southernmost portion (“2006 Deed”); and

WHEREAS, in 2006, the County also executed a qualified release of a temporary construction easement affecting the same portion of the Property also in favor of Loan Tran et. vir

Vinh Tran, and also with covenants for the protection of the Seawall, recorded under file number 2006075122 in the Office of the County Clerk of Galveston County, Texas (“2006 Release”); and

WHEREAS, the Property is presently undeveloped in part because the rights of reverter in favor of the County represent an obstacle to financing and investment, and those rights of reverter are dissimilar to the County’s real property interests protecting the Seawall along neighboring parcels; and

WHEREAS, the County wishes to encourage economic development and uniformity in the County’s protective interests along the Seawall; and

WHEREAS, the County and SPN intend to reform the restrictive covenants on the same portions of the Property presently encumbered without a right of reverter and in uniformity with neighboring parcels.

NOW, THEREFORE, in consideration of the foregoing, the Grantor and Grantee agree as follows:

All presently existing covenants, easements, and rights of reverter in favor of the County regarding the Property created in or arising out of the 1954 Deed, 2006 Deed, and 2006 Release are hereby terminated, except and only to the extent expressly stated below.

In consideration of the above, the Grantor SPN and Grantee agree to the following covenants with respect to the Property:

- 1) In the southernmost 101.27 feet of the Property, being the same portion of the Property described in Exhibit A of the 2006 Deed, the elevation of the Property shall not be reduced by Grantor below its present elevation, except temporarily during periods of construction, or as otherwise permitted by the County and the Office of the District

Engineer, U.S. Army Engineer District, Galveston Corps of Engineers, Department of the Army, Galveston, Texas; and

- 2) No improvements shall be placed on the same portion of the Property described above without first securing the approval of the County Engineer, which approval will not be unreasonably withheld; and
- 3) The Grantor shall not place or erect any permanent improvements on the most southerly fifty (50) feet of the above described tract other than driveways and walkways for ingress and egress, paving for uncovered surface parking, and beautification; and
- 4) There is reserved to the County a perpetual easement in and over the most southerly thirty-five (35) feet of the above-described tract, said easement being retained both for the purposes of such ingress and egress as may be required for the maintenance and repair of the seawall and for the purposes of selling, assigning, leasing or otherwise allowing public utilities and/or governmental entities to use such easement for installation, construction, and maintenance of public roads and utilities; and
- 5) The County does hereby covenant that it will not sell, assign or lease the above thirty-five (35) foot easement to any person or entity other than a governmental agency or public utility company or the adjoining landowners; and
- 6) No use will be made of any portion of the Property that will in any way endanger the integrity of the seawall, such determination to be made solely by the County Engineer of Galveston County; and
- 7) The Property remains subject to all public utility or common carrier easements and rights-of-way of record or on the ground for the benefit of any governmental entity, public utility or common carrier having the right of eminent domain; and

- 8) These covenants shall be covenants running with the land and binding on all successors in title.

FURTHER, the Grantor and Grantee hereto agree to the following:

Notice of a violation of any of the restrictions and conditions shall be provided to Grantor, its heirs, successors and assigns and all lessees and mortgagees affected as indicated by record in the Office of the County Clerk of Galveston County, Texas, by the County of Galveston after which Grantor, its heirs, successors or assigns shall immediately take the necessary steps to correct said violations, shall prosecute such corrections with due diligence and shall correct said violations within ten (10) days after the date of such notice. Failure on behalf of Grantor to correct said violations within a ten (10) day period shall constitute a breach of the conditions. At the end of the ten (10) day period Galveston County shall have and does hereby reserve unto itself and its successors or assigns the right to enter the Property and to take necessary steps to correct said breach, and in such event: (a) Galveston County, its successors or assigns shall not be liable to Grantor, its heirs, successors and assigns, for any damage to or destruction of any improvements located on the Property or for any damage to or destruction of any improvements located adjacent to said property damaged as a result of the exercise of Galveston County's rights herein retained and (b) Grantor, its heirs, successors or assigns shall be liable for and shall upon demand, pay to Galveston County all costs incurred by Galveston County, its successors or assigns for said corrections. Should Grantor, its heirs, successors or assigns, fail to pay said costs within five (5) days after demand therefor said amount shall immediately become due and shall constitute, and Grantor expressly grants to Galveston County, both a tax lien as well as a contractual lien upon the Property, in favor of Galveston County which liens are expressly acknowledged and

recognized by Grantor to be in accordance with Galveston County's taxing and general statutory authority as provided by the Constitution and laws of the State of Texas.

WITNESS OUR HANDS on this, the 5th day of December, 2025.

COUNTY OF GALVESTON, TEXAS

BY: 
MARK HENRY, County Judge

Address: 722 Moody, 2nd Floor
Galveston, Texas 77551

SPN ENTERPRISES, LLC

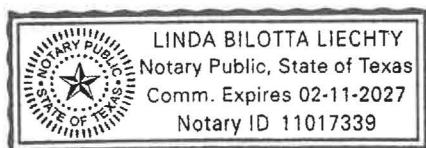
BY: 
SURESH SHAH, Sole Member

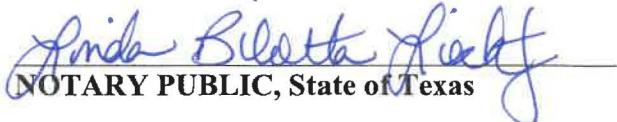
Address: 6302 Seawall Blvd.
Galveston TX 77551

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MAEK HENRY, County Judge for the County of Galveston, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of Galveston County.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 5th day of JANUARY, 2026.




NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS
COUNTY OF GALVESTON

This instrument was acknowledged before me on the 5 day of December,
2025, by **SURESH SHAH**, Sole Member of **SPN ENTERPRISES, LLC**, in the capacity
therein stated and as the act and deed of said limited liability company.

NOTARY PUBLIC, State of Texas

