



Housing and Economic Development

316 W. 2nd St. Ste. 600 | Los Angeles, CA 90014 | T: 213.362.0260 | F: 213.362.0265 | www.chavezfoundation.org

November 19, 2014

Diana Serna
Director
Hidalgo Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

Dear Ms. Serna,

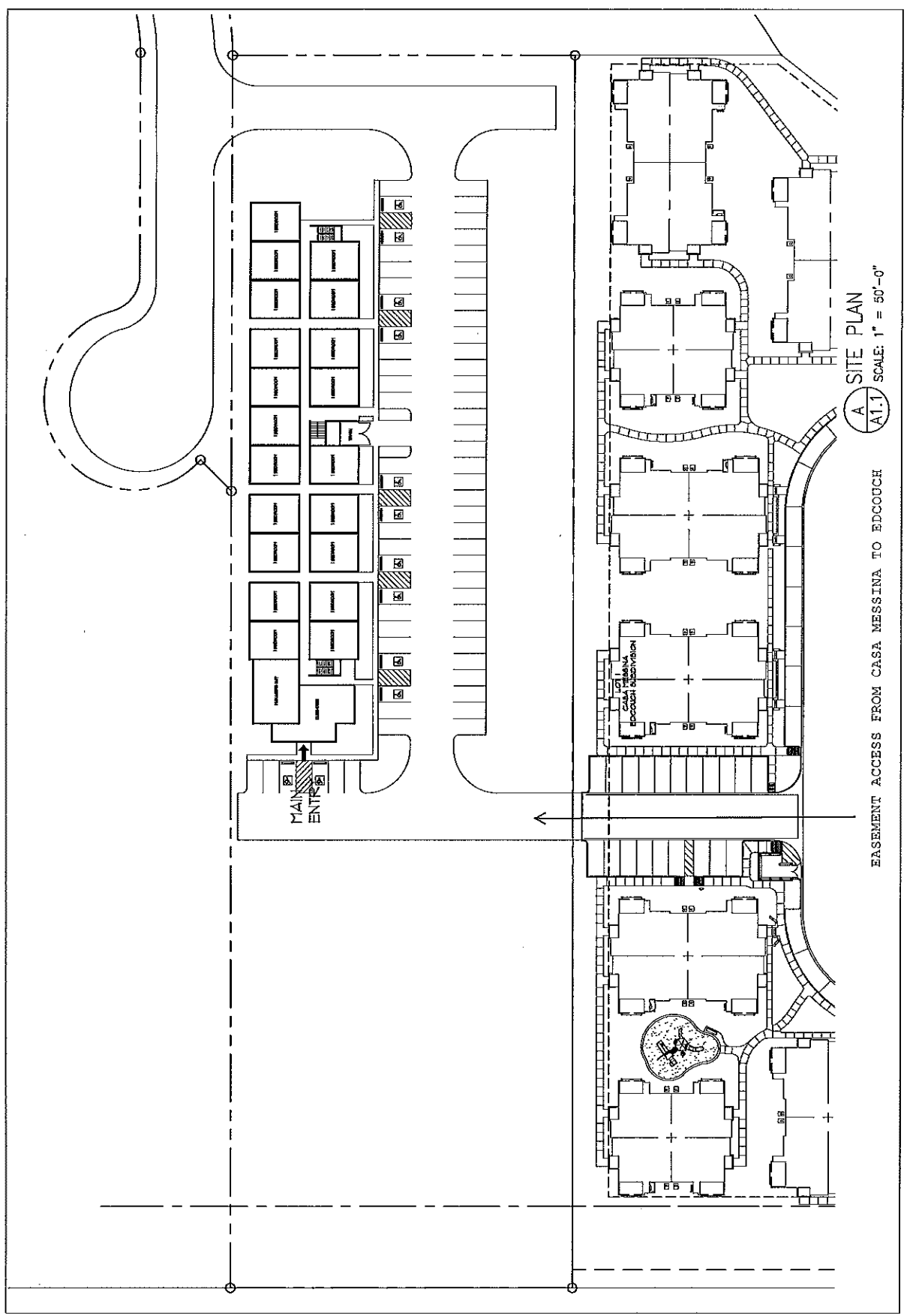
The Cesar Chavez Foundation is planning on building a new senior apartment building to the rear of the Casa Messina Apartments in Edcouch, Texas. This property will have access to the road, but we would also like residents to be able to access the building through the Casa Messina development. Casa Messina was originally designed with this intention in mind, so the road / driveway through Casa Messina was originally built to go up to the property line in the rear of the property.

As Casa Messina Apartments has a HOME loan through the Hidalgo Urban County Program, I am requesting your approval of the enclosed easement. I have included the easement, plat map, and site plan for your review. We hope to close by the end of the year, so I hope to hear back from you by the end of this month regarding this matter if possible. Please let me know if you have any questions and/or if you approve the easement.

Sincerely,

A handwritten signature in cursive script that reads "Robin Raida".

Robin Raida
Director of Asset Management



A SITE PLAN
A1.1 SCALE: 1" = 50'-0"

EASEMENT ACCESS FROM CASA MESSINA TO EDDOUCH

WHEN RECORDED, MAIL TO:

CCF

Attn: Paul S. Park

316 W. 2nd Street, 600

Los Angeles, Ca. 90012

CAPTION HEADING:

Easement Agreement for Reciprocal Access

(Termination and Restatement Easement Agreement for Reciprocal Access dated as of October 3, 2014, recorded with the County Clerk of Hidalgo County, Texas on October 16, 2014 as Document 2014-2566482)

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Easement Agreement for Reciprocal Access

Date: _____, 2015

First Party: Cesar Chavez Foundation

First Party's Mailing Address:

P.O. Box 62
Keene, CA 93531

Second Party: Edcouch Housing Development, L.P.

Second Party's Mailing Address:

2200 E. MLK Jr. Blvd.
Austin, Texas 78702

First Party's Property: A 17.03 Acre tract of land out of Farm Tract 554, West Tract Subdivision, Hidalgo County, Texas, as per map recorded in Volume 2, page 34, Map Records of Hidalgo County, Texas. This property is further described by Warranty Deed with Vendor's Lien, Doc. No. 1533333, Official Records of Hidalgo County, Texas.

Second Party's Property: All of Lot I, Amended Plat of Casa Edcouch Subdivision, as recorded by Instrument No. 1995098, Map Records of Hidalgo County, Texas.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Grants of Easements:

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to

have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property. Second Party shall compensate First Party one half (1/2) of the actual cost of the entrance drive shared on both properties within a period of 24 months from execution of this document.

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an easement to, over, and across Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, to the extent that such claim arises by, through, or under Second Party but not otherwise.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Property and Second Party's

Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Character of Easements.* The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").

2. *Duration of Easements.* The duration of the Easement is perpetual.

3. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement, and so long as the Easements and their use are restricted to First Party's Property and Second Party's Property consistent with the terms of the attached Consent of U.S. Bank National Association to this Easement Agreement for Reciprocal Access.

4. *Use and Location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and between the Properties without interference except as set forth in this agreement and to use all access areas, driveways, and parking lots located on any portion of the Properties in exercising the Easements. A Holder may erect curbs or other barriers to traffic between the Properties owned by that Holder and adjacent portions of the Properties, including but not limited to differences in grade levels, only to the extent that such curbs or other barriers will not unreasonably interfere with or restrict direct access to and between the Properties by the Holders of other portions of the Properties and their employees, customers, and other invitees. A Holder may

erect buildings and other improvements on the portion of the Properties owned by that Holder only to the extent that the buildings and other improvements will not unreasonably interfere with the use of and access to the access areas, driveways, and parking lots on such portion of the Properties by the other Holders and their employees, customers, and other invitees. A Holder's employees, customers, and other invitees will not be entitled to park on the other Holder's Properties but will be permitted to walk or drive across and otherwise traverse the Properties to obtain ingress to or egress from the other Properties.

5. *Maintenance of Easement Property.* All access ways, driveways, and parking lots located on the Properties must be maintained at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties in the market in which the Properties are located. Each Holder will be solely responsible for the costs of maintaining the access ways, driveways, and parking lots located on that Holder's Properties. If a Holder does not perform the required maintenance then any other Holder, after giving the nonperforming Holder thirty days' written notice, will have the right to perform the maintenance and receive reimbursement from the nonperforming Holder. Reimbursement will be payable on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

6. *Rights Reserved.* Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal

remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Attorney's Fees.* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Indemnity.* Each Party agrees to indemnify, defend, and hold harmless the other Party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision

of this agreement by the indemnifying Party.

15. *Integration.* This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Recitals.* Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

19. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

20. *Termination and Restatement of Easement Agreement for Reciprocal Access.* This Easement Agreement for Reciprocal Access restates in its entirety that certain Easement Agreement for Reciprocal Access dated as of October 3, 2014, recorded with the County Clerk of Hidalgo County, Texas on October 16, 2014 as Document 2014-2566482 (“Existing Easement Agreement for Reciprocal Access”). The Existing Easement Agreement for Reciprocal Access is hereby terminated.

CESAR CHAVEZ FOUNDATION,
a California non-profit corporation

By: _____
Paul S. Park, Secretary

EDCOUCH HOUSING DEVELOPMENT, L.P.,
a Texas limited partnership

By: Aguila Village Housing Development GP, LLC,
a Texas limited liability company,
its General Partner

By: Rufino Contreras Affordable Housing Corporation, Inc.,
a Texas non-profit corporation,
its Sole Managing Member

By: _____
Name: _____
Title: _____

The Cesar Chavez Foundation, a California non-profit corporation, formerly known as National Farm Workers Service Center, Inc., a California non-profit corporation, joins in this Easement Agreement for Reciprocal Access for the sole purpose of agreeing to the termination of the Existing Easement Agreement for Reciprocal Access pursuant to Section 20.

CESAR CHAVEZ FOUNDATION,
a California non-profit corporation,
formerly known as National Farm Workers Service
Center, Inc., a California non-profit corporation

By: _____
Paul S. Park, Secretary

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was sworn and subscribed to before me on this ____ day of _____, 2014, by Paul S. Park, Secretary of the Cesar Chavez Foundation, a California non-profit corporation, formerly known as National Farm Workers Service Center, Inc., a California non-profit corporation, on behalf of said entity.

Notary Public, State of _____
Name:
My Commission Expires:

