

BOUNDARY LINE AGREEMENT AND CONSENT TO ENCROACH

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

This Boundary Line Agreement and Consent to Encroach (this “**Agreement**”) is made on this 26th day of May, 2026 (the “**Effective Date**”), by and between Elizabeth David (“**David**”) and Lourise A. Kawaja, by and through her jointly appointed attorneys-in-fact, George Kawaja, Essa Abdullah Kawaja, and Deena Mona Salfiti, (collectively, “**Kawaja**”). David and Kawaja are referred to hereafter, collectively, as the “**Parties**”, and, individually, each a “**Party**”.

WITNESSETH

WHEREAS, David is the owner of the following described real property located in Harris County, Texas:

Lot Thirteen (13), Block Three (3), of Winlow Place, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 6, Page 46 of the Map Records of Harris County, Texas (“**Lot 13**”).

WHEREAS, Kawaja is the owner of the following described real property located in Harris County, Texas:

Lot Fourteen (14), Block Three (3), of Winlow Place, a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 6, Page 46 of the Map Records of Harris County, Texas (“**Lot 14**”).

WHEREAS, the Parties hereto acknowledge that certain encroachments by improvements were installed or erected by David or her predecessor-in-title over the common lot line between Lot 13 and Lot 14 (the “**Encroachment Area**”), as more fully depicted on that certain survey of Lot 14 prepared by Stephen Rodriguez, Registered Public Surveyor No. 5325 (the “**Surveyor**”), dated May 12, 2025, Job No. 250327, a copy of such survey being attached hereto as Exhibit “A” and incorporated herein for all purposes (the “**Survey**”);

WHEREAS, the “**Encroachments**” located within the Encroachment Area consist of:

1. a portion of David’s driveway (“**Driveway**”) as depicted in the Survey;
2. a portion of David’s driveway gate (“**Gate**”) as depicted in the Survey; and
3. the fence separating Lot 13 and Lot 14 (“**Fence**”); and

WHEREAS, in light of the existence of the Encroachments, the Parties hereto desire to: (i) confirm the common boundary line between the said two adjoining lots (being part of the easterly line of Lot 13 and the westerly line of Lot 14); (ii) provide for the removal of the Fence and the construction of a boundary fence behind the gate post abutting the Driveway and along the

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length of the eastern side of the Driveway; (iii) provide for the relocation of the Gate's power supply and control panel as depicted on Exhibit B; (iv) grant rights for David's and David's heirs, successors, and assigns continued existence, use, and maintenance of the Driveway and the Gate within the Encroachment Area; and (v) provide that, in the event of any future material modification to the Encroachments, as provided herein, the then-current owner of Lot 13 shall ensure that the Encroachments are removed or relocated so that all improvements comprising the Encroachments are located entirely on Lot 13.

NOW, THEREFORE, for and in consideration of 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, the Parties hereto do hereby agree as follows:

1. **Common Boundary Line.** David and Kawaja hereby acknowledge that the Encroachments cross the eastern boundary line of Lot 13 and over the western boundary line of Lot 14, as more fully shown on the Survey. Notwithstanding the location of the Encroachments, the Parties hereby acknowledge and agree that the "**Common Boundary Line**" shall hereafter be confirmed as the boundary line and common lot line separating Lot 13 and Lot 14 as set forth, reflected, and described on the map or plat of Winlow Place, a subdivision in Harris County, Texas said map or plat being recorded in Volume 6, Page 46 of the Map Records of Harris County, Texas, and as shown on the Survey.

2. **Fee Conveyance.** Except for the rights granted under **Section 3** herein, David has RELEASED, DEMISED and QUITCLAIMED and does by these presents RELEASE, DEMISE and QUITCLAIM unto Kawaja all of her right, title and interest in and to the Encroachment Area; TO HAVE AND TO HOLD the said portion of the Lot 14 premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto Kawaja and/or their heirs, successors and assigns forever, so that neither David and/or her heirs, successors or assigns, nor any person or persons claiming rights thereunder shall, at any time, thereafter have, claim or demand any right or title to the aforesaid Lot 14 premises or appurtenances or any part thereof.

3. **Grant of Easement.** Kawaja does hereby GRANT, CONVEY, and CONFIRM unto David and her heirs, successors, and assigns, an exclusive easement and right appurtenant to Lot 13 over, across, and upon the Encroachment Area solely for the continued existence, use, support, maintenance, repair, and replacement of the Driveway and Gate, as the same exist as of the Effective Date (the "**Easement**"). The Easement shall run with the land for the benefit of Lot 13 and shall be binding upon Lot 14 and Kawaja, and Kawaja's heirs, successors, assigns, and all future owners of Lot 14, and shall inure to the benefit of David and David's heirs, successors, assigns, and all future owners of Lot 13.

4. **Termination of Easement.** Notwithstanding the foregoing, the Easement is expressly subject to the condition subsequent that the Driveway and/or Gate are not materially modified, reconstructed, relocated, or replaced. In the event of any future material modification to, or replacement of, the Driveway and/or Gate by David (or the then-owner of Lot 13), David (or the then-owner of Lot 13) shall provide notice to Kawaja, or her heirs, successors, or assigns of their intent to make such changes to the Driveway ("**Modification Notice**"). Upon their receipt of the Modification Notice, Kawaja, or her heirs, successors, or assigns, shall have the right, but not the obligation, to terminate the Easement by providing written notice (the "**Termination Notice**")

to David (or the then-owner of Lot 13) within thirty (30) days after the date that the Modification Notice is delivered. Upon receipt of the Termination Notice, David (or the then-owner of Lot 13) shall, after a reasonable period of time, cause all improvements located within the Encroachment Area to be removed or relocated so that all improvements are located entirely on Lot 13, and Lot 14 shall thereafter be free and clear of the Easement and any related encroachments.

5. **Fence Removal and Replacement.** As soon as practicable upon the execution of this Agreement, Kawaja shall, at his sole cost and expense, engage a contractor to effectuate the construction of a fence, which shall be constructed as depicted on Exhibit "B", attached hereto and incorporated herein for all purposes, (the "**Boundary Fence**"). The Boundary Fence shall be constructed substantially in accordance with Exhibit B as to location and alignment and shall be located entirely within the area shown thereon. The total cost of such construction shall be the sole responsibility and obligation of Kawaja. Notwithstanding anything herein to the contrary, the Boundary Fence shall not be required to be relocated except in the event that, after its initial construction, the location of the Boundary Fence becomes a violation of any applicable setback requirement, building restriction, or governmental regulation affecting Lot 13 or Lot 14, as evidenced by a written notice of violation, citation, or similar enforcement communication issued by the applicable authority possessing lawful and enforceable jurisdiction. In such event, the Parties shall, upon written notice from either Party, reasonably cooperate in good faith to modify or relocate the Boundary Fence solely to the extent necessary to cure such violation.

6. **Gate and Gate Motor Relocation.** The Parties acknowledge and agree that the Gate post shall remain as constructed in the Encroachment Area and serve as the beginning of the Boundary Fence referenced in the above Section 5. Kawaja agrees to bear the cost and expense of (a) removing the Fence, (b) removing, relocating, and disconnecting the power supply to the Gate, (c) removing and relocating the Gate control panel, (d) repairing and painting the Fence where needed, and (e) removing all trash (collectively, the "**Scope of Work**") pursuant to the Scope of Work attached hereto and incorporated herein as Exhibit "C". The Parties further agree that the Gate's power supply and control panel shall be relocated and affixed as set forth in Exhibit C. Kawaja shall engage Cordova Building Services, LLC to commence the Scope of Work promptly upon execution of this Agreement. The Parties agree that, during the construction efforts provided for in this Agreement, Kawaja shall erect a temporary fence enclosing Lot 13 and Lot 14 as contemplated in Exhibit C.

7. **Driveway and Gate Maintenance, Modification, and Repair Expenses.** David and/or her heirs, successors, and assigns shall have the right, at their sole cost and expense, to maintain, repair, and modify the Driveway and/or Gate within the Encroachment Area as reasonably necessary. Notwithstanding the provisions of the foregoing Section 6, any subsequently incurred costs, expenses, or charges relating to the maintenance, repair, and/or modification of the Gate, Driveway, and/or Fence after the completion of the Scope of Work shall be the sole responsibility and obligation of David and/or her heirs, successors, and/or assigns; provided, however, that Kawaja and/or Kawaja's heirs, successors, and/or assigns shall be responsible for any such costs, expenses, or charges to the extent resulting from damage caused by Kawaja and/or Kawaja's heirs, successors, and/or assigns.

8. Venue. This Agreement will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules. All obligations of the Parties created by this Agreement are performable in Harris County, Texas.

9. Severability. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

10. Construction. The Parties acknowledge and agree that this Agreement is the product of their joint and mutual negotiation. Accordingly, no provision of this Agreement shall be construed against any Party on the basis that such Party or its counsel drafted or was primarily responsible for drafting the Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise.

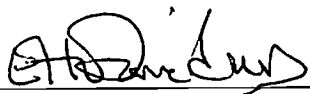
11. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

12. Binding Effect. This Agreement and all covenants herein shall run with the land and be binding upon, and inure to the benefit of, the Parties, their heirs, successors, assigns, and all subsequent owners of Lot 13 and Lot 14. This Agreement shall remain in full force and effect unless terminated pursuant to the terms of this Agreement or in a written instrument executed and acknowledged by both David and Kawaja, their respective successors-in-title and/or their assigns, or the Encroachments are relocated to Lot 13 in their entirety so that they no longer constitute an encroachment onto Lot 14.

(Signature Page Follows)

Executed and dated effective as of the Effective Date.

OWNER OF LOT THIRTEEN (13), BLOCK THREE (3) OF WINLOW PLACE:



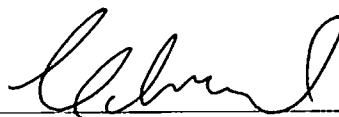
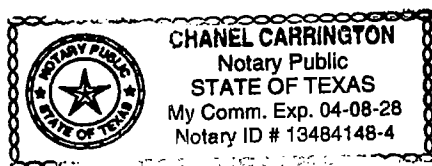
Elizabeth David

STATE OF TEXAS §

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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 20th day May, 2026,
by Elizabeth David.

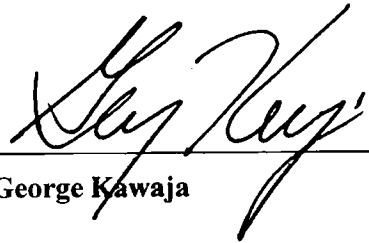


Notary Public - State of Texas

(Signature Page Follows)

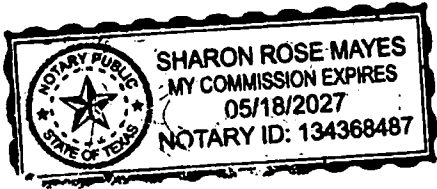
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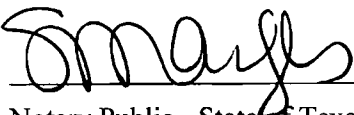
**JOINTLY APPOINTED ATTORNEY-IN-FACT FOR OWNER OF
LOT FOURTEEN (14), BLOCK THREE (3) OF WINLOW PLACE:**


George Kawaja

STATE OF TEXAS §
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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 26 day May 2026,
by George Kawaja.

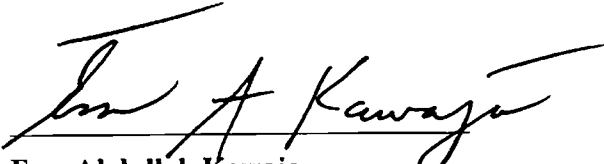



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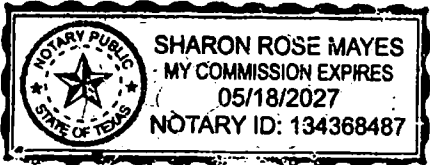
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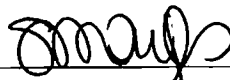
**JOINTLY APPOINTED ATTORNEY-IN-FACT FOR OWNER OF
LOT FOURTEEN (14), BLOCK THREE (3) OF WINLOW PLACE:**


Essa Abdullah Kawaja

STATE OF TEXAS §
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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 26 day May 2026,
by Essa Abdullah Kawaja.





Notary Public State of Texas

(Signature Page Follows)

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**JOINTLY APPOINTED ATTORNEY-IN-FACT FOR OWNER OF
LOT FOURTEEN (14), BLOCK THREE (3) OF WINLOW PLACE:**

Deena Mona Salfiti

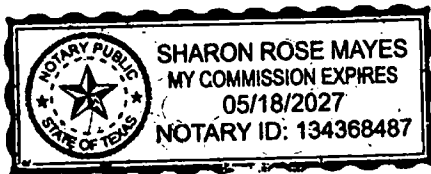
Deena Mona Salfiti

STATE OF TEXAS §

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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 26 day May 2026,
by Deena Mona Salfiti.



Sharon Rose Mayes

Notary Public - State of Texas

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EXHIBIT "B"
BOUNDARY FENCE

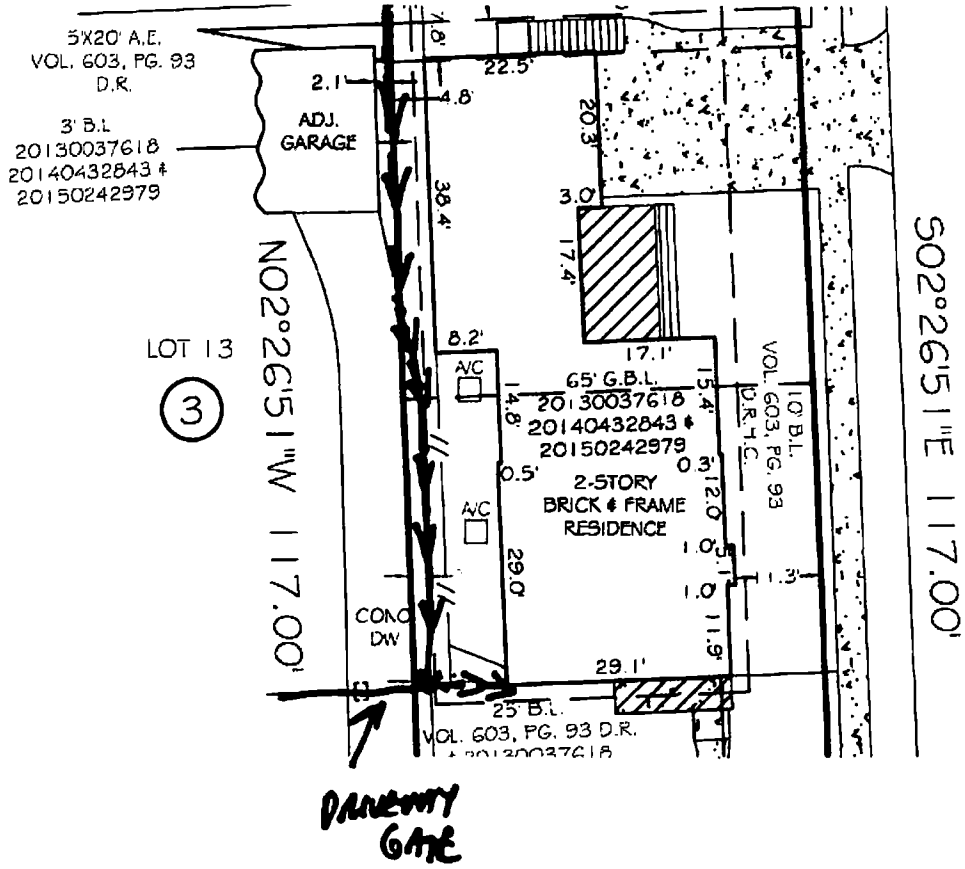


EXHIBIT "C"
SCOPE OF WORK

CBS- Cordova Building Services, LLC
6908 Moss Rose St
Houston, Texas 77017

Please make check Payable
To Frank Cordova

QUOTE # NO.
2323 2026
Date: 3 / 20 / 2026

SOLD TO: Brent HARRELL
LOCATION _____
Address - 1908 HAWTHORNE ST
City, St. Zip - HOU TEX 77098
Email: BRENT@BENTHARRELL.COM

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
FRANK CORDOVA	SERVICE CALL	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Remove Ret Iron Fencing 6ft x 6ft		
2	Remove and relocate Disconnect Power Supply		
3	Remove and Relocate Control Panel		
4	Repair and Paint Iron fence where needed		

5 Remove any and
all trash

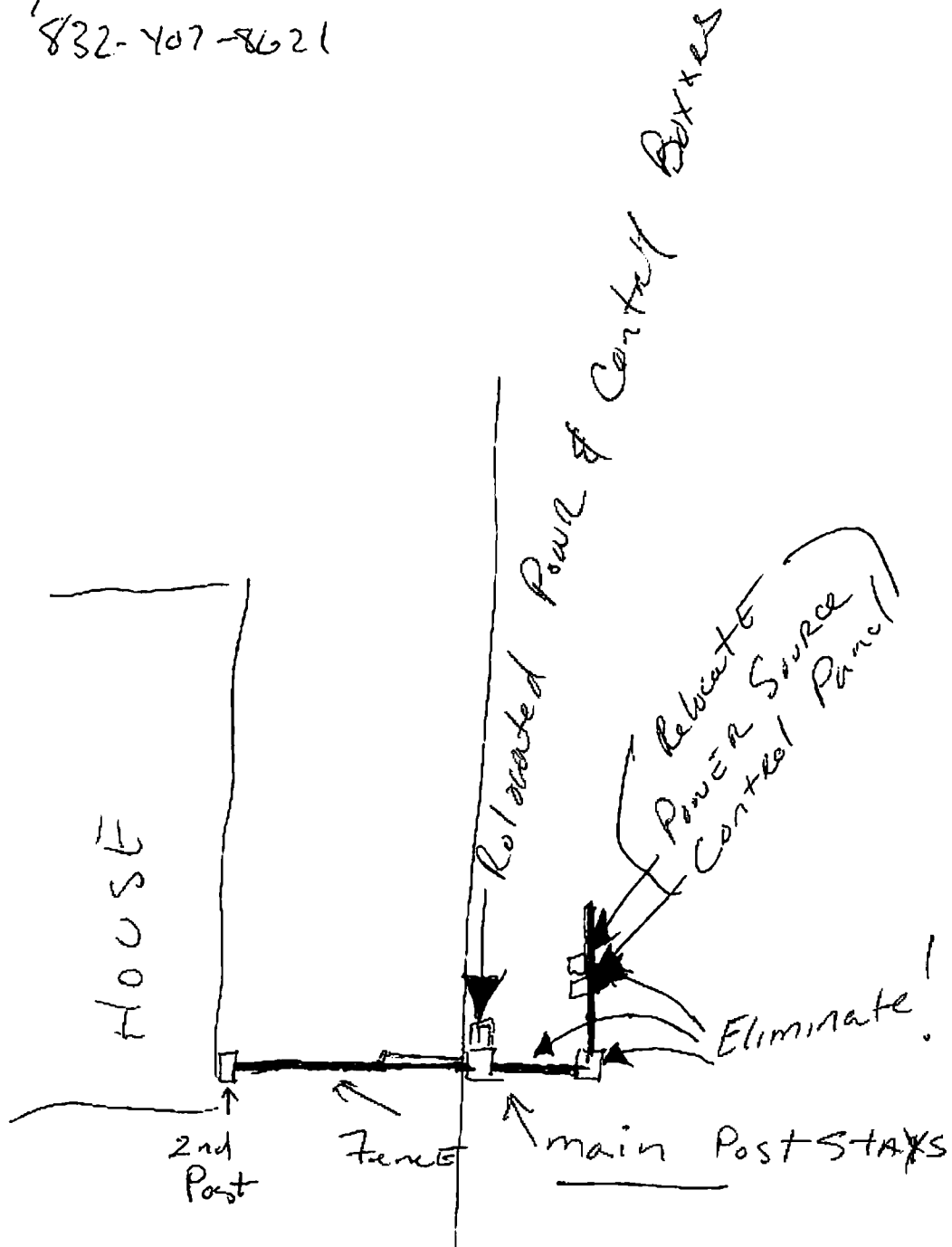
* 2 yr warranty on
all labor

* Contractor is
to provide temp fencing (6x6)

SUBTOTAL 1200 Street
SALES TAX 3552 Comp.
TOTAL 4750.00

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Frank Corleone 3-20-26
832-407-8621



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Pages 13
06/02/2026 12:20 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$69.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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