P640026

FENCE EASEMENT AGREEMENT

§

§ §

197-46-3842

THE STATE OF TEXAS

01/06/94 00032641 P640026 \$ 8.00

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That Williamsburg Development Corporation, a Texas corporation (hereinafter referred to as "Grantor," whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamsburg Settlement Maintenance Association, a Texas non-profit corporation (herein called "Grantee"), whose mailing address is c/o Planned Community Management, Inc., P. O. Box 219223, Houston, Texas 77218, the receipt and sufficiency of which are hereby acknowledged and confessed and subject to the matters set forth below, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee a non-exclusive right-of-way (the "Easement") for the purpose of constructing, maintaining, operating, repairing, removing and re-constructing a perimeter fence, subject to the terms and provisions hereinafter set forth, under, across, and through the following-described tract of land (the "Easement Tract") to wit:

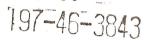
The most southerly 5' strip of Lot Twenty-One (21), Block Fifteen (15), of Williamsburg Settlement, Section Three (3), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 298, Page 81, of the Map Records of Harris County, Texas

Until the date construction of the fence is completed or until December 31, 1994, whichever date occurs first, Grantee shall have the right to go over and across the lands of Grantor that are adjacent to the Easement Tract for the purpose of performing surveys and such other necessary pre-construction work. After the earlier to occur of said dates, Grantee from time to time shall have a right of ingress and egress over, along, and across the Easement Tract for purposes of maintaining, operating, repairing, removing, re-constructing, and/or inspecting the fence; provided, however, after the earlier to occur of said dates, Grantee shall have no right to go or travel upon, over, or across any lands of Grantor except for the Easement Tract. Nothing contained herein shall grant or be construed as granting to Grantee the right (i) to use the Easement Tract for any purpose other than for the purposes herein specified or (ii) to change the dimensions or location of the Easement Tract.

It is expressly provided that Grantor reserves unto itself, its substitutes and assigns, all other rights in and to the Easement Tract which do not unreasonably interfere with or prevent the use of the Easement herein granted and conveyed to Grantee; provided, however, Grantor shall not damage, remove or alter the fence or any part thereof without first obtaining written approval from Grantee with respect to any such action, such approval to be at Grantee's sole discretion.

The Easement hereby granted is non-exclusive, and Grantor, its heirs, administrators, executors, successors, substitutes, and assigns, shall have the right from time to time to grant further easements over, across, through and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto the said Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Easement unto the said Grantee, and its respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, and subject to all of the terms, conditions, provisions and limitations hereinabove set forth and provided.



Grantee, acting herein by and through the President of its Board of Directors, duly and lawfully called and convened, joins in the execution hereof for purposes of evidencing its acceptance of this Easement and its agreement on behalf of itself, its successors and assigns, with all of the terms, conditions, and covenants herein set out.

Executed this <u>17th</u> day of <u>November</u>, 1993.

GRANTOR:

Williamsburg Development Corporation, a Texas corporation

Bv:	21	Often	
Name:	L.E.	Pfile, Jr.	
Title:	Presi	dent	

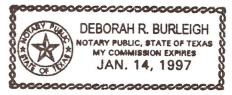
Accepted this 17th day of <u>November</u>, 1993.

Williamsburg Settlement Maintenance Association

<u>Settlement Maintenauce</u> area . loguaderea 400 Coretta Evans THE STATE OF TEXAS § 8

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 17th day of November, 1993, by <u>L.E.Pfile, Jn</u>, <u>President</u> of Williamsburg Development Corporation, a Texas corporation, on behalf of said corporation.



Notary Public, State of T E X AS

THE STATE OF TEXAS § § COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 17 day of M1993, by <u>Loretta Evans</u>, President of Williamsburg Settlement Maintenance Association, a Texas non-profit corporation, on behalf of said corporation.

lebra Watk

Notary Public, State of T E X A

DEBRA WAT KINS NOTARY PUBLIC State of Texas Comm. Exp. 10-26-96

WHEN RECORDED, RETURN TO:

Robert T. Alexander P. O. Box 4547 Houston, Texas 77210-4547

23158 CAB BA1664 0 5/13/93

197-45-3844

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL OR USE OF THE DESCRIBED REAL TROPERTY BECAUSE OF COLON 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 r'uly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 6 1994



Oherry to Payn COUNTY CLERK HARRIS COUNTY, TEXAS

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