P139158

## FENCE EASEMENT AGREEMENT

122-45-2718

93/18/93 99844132 P139158 \$ 9.0 KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS \$

COUNTY OF HARRIS \$

That Wynne Backhouse and spouse, Joy Ann Backhouse (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 most northerly 5' strip of land of the real property described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement Tract").

Prior to the construction of the fence, Grantee shall have the right to go over and across the lands of Grantor that are adjacent to the Easement Tract for purpose of performing surveys and other such necessary pre-construction work. After the construction of the fence, 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 (within the Easement Tract) the fence. Except as otherwise specifically set forth in this paragraph, 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, 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.

X

Executed this 23thday	of Janue	, 1992	3. 122-45-27	
	U	GRANTOR:		
		Wynne Backhouse Joy Ann Backhou	- Berkhouse	70
Accepted this 25H day of	lanuar	رج , 199 <b>3</b> .		
Accepted this 25th day of				
Williamsburg Settlement Mair Steven R. Brammer, Presiden	$\widehat{}$	ation		
THE STATE OF TEXAS	§			
COUNTY OF HARRIS	<b>§</b> <b>§</b>			
The foregoing instrume 1992, by Wynne Backhouse.	ent was acknow	ledged before me o	n this <u>25th</u> day of Janus	20
		Notary Public, St	Lausm ate of TEXAS	
THE STATE OF TEXAS	§	S ASSESSED S	UZANNE LARSON {	
COUNTY OF HARRIS	§ §	The state of the s	State of Texas Comm. Exp. 08-22-94	
The foregoing instrume 1992, by Joy Ann Backhouse.		ledged before me o	n this 25th day of Canua	<u>ar</u>
		Notary Public, St.	hate of TEXAS	
THE STATE OF TEXAS	§	SUZ NO	ANNE LARSON E	
COUNTY OF HARRIS	% % %		tate of Texas nm. Exp. 08-22-94	
The foregoing instrume 1992, by Steven R. Brammer, a Texas non-profit corporation	President of W	illiamsburg Settlem	n this <u>25<sup>th</sup></u> day of <u>Januar</u> ent Maintenance Association	on,
		Notary Public, Sta	Lauson ate of T E X A S	******
AFTER RECORDING, RETURN TO:			UZANNE LARSON NOTARY PUBLIC State of Texas	

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

BEING a survey of all of Lot 5 and the Southwesterly 760.78 square feet of Lot 4, Rlock 19, WILLIAMSBURG SETTLEMENT, SECTION THREE (3), according to the map or plat thereof, as recorded in Volume 293, Page 81, of the Map Records of Harris County, Texas, being situated in the W.C. R.R. Survey, Section Seven (7), Block Three (3), Abstract 903, Harris County, Texas, being more particularly described by mates and bounds as follows:

COMMENCING at a 3/4-inch from pipe found at the most Westerly Northwest cutback corner of the intersection of Gatwirk Lane (100 feet wide) and Wetherhurn Lane (60 feet wide);

THENCE, South 89°42'44" West, along the North right-of-way line of said Wethersurn Lane, for a distance of 265.45 feet to a 3/4-inch iron pipe found at a point of tangency of a curve to the left, said point being the Southeast corner and the POINT OF BEGINNING of the herein described tract of land;

THENCE, along the said curve to the left, having a radius of 385.00 feet, an arc length of 77.42 feet, a central angle of 11°31'18", a chord which bears South 83° 57'05" West, 77.29 feet to a 5/8-inch iron rod found for the Southeast corner of Lot 6, same being the Southwest corner of said Lot 5, also the Southwest corner of the herein described tract of land;

THENCE, North 11048'34" East, along the common Lot line of said Lot 5 and 6, for a distance of 140,59 feet to a 5/8-inch iron rod found for the Northeast corner of said Lot 6, same being the Northwest corner of said Lot 5, also being the Northwest corner of the herein described tract of land;

THENCE, North  $89^{\circ}42'44''$  East, along the Northline of said Lot 5, for a distance of 89.34 feet to a 5/8-inch iron rod found for the Northwest corner of said Lot 5, also being the Northeast corner of the herein described tract of land:

THENCE, South  $07^{\circ}08^{\circ}56''$  East, for a distance of 130.94 feet to the POINT OF BEGINNING, and containing 11,112.44 square feet (0.2551 acres) of land, more or less.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BEGAUSE OF ILLEGIBILITY, CARSON OR
PHOTO COPY, DISCOLORED PAPTER, ETC.

WWE T 9 100 3

1122-45-2721

ANY ENCOURING MERCIA GUIDE DE STADE DE STADE DE SCRIBED REAL PROPERTY RECALIER DE COLUR DE RACE IS INVALID AND UNE MEDICE STADE DE CREAT LAW THE STATE OF TEXAS COUNTY OF HARRIS.

I hereby cartify 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 on

MAR 1 8 1993



anita Hodeheaner COUNTY CLERK, HARRIS COUNTY, TEXAS

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