

FENCE EASEMENT AGREEMENT

03/10/94 00405312 P744340 \$ 8.00

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That Eugene Michael Johnston and wife, Donna Johnston (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 One (1), Block Eighteen (18), 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



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.

Executed this 19 day of November, 1992³.

GRANTOR:

Eugene Michael Johnston
Eugene Michael Johnston

Donna Johnston

Accepted this 15th day of February, 1994.

Williamsburg Settlement Maintenance Association

Alfred T. Knies, III, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

3 The foregoing instrument was acknowledged before me on this 19 day of November, 1992, by Eugene Michael Johnston.

Cathy A. Davis
Notary Public, State of T E X A S


THE STATE OF TEXAS §
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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this ____ day of _____, 1992, by Donna Johnston.

Notary Public, State of T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 15th day of February, 1994, by Alfred T. Knies, III, President of Williamsburg Settlement Maintenance Association, a Texas non-profit corporation, on behalf of said corporation.


Kathleen J. Johnson
Notary Public
STATE OF TEXAS
My Comm. Exp. 8-10-97

Kathleen J. Johnson
Notary Public, State of T E X A S

WHEN RECORDED, RETURN TO:

Robert T. Alexander
Hoover, Bax & Slovacek, L.L.P.
P.O. Box 4547
Houston, Texas 77210-4547

FILED
94 MAR 10 PM 12:29
COUNTY CLERK
HARRIS COUNTY, TEXAS

092-69-1070

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 on

MAR 10 1994



Christina Leonard
DEPUTY
COUNTY CLERK
HARRIS COUNTY, TEXAS