

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

THAT **BGM LAND INVESTMENTS, LTD.**, a Texas limited partnership (hereinafter called "Grantor"), being the owner in fee simple of the hereinafter described property located in Harris County, Texas, hereby designates a public utility easement (the "Easement"), as described herein and below, to the public and public utilities (the public utilities allowed to use this easement shall be referred to collectively herein as the "Public"). This Easement is designated upon, across and over certain real property owned by Grantor, containing 423 square feet of land, more or less (the "Easement Tract"); said Easement Tract being more particularly described by metes and bounds on Exhibit "A," and shown on Exhibit "B," attached hereto and made a part hereof for all purposes.

This Easement is designated for the limited purposes of placing, installing, constructing, repairing, maintaining, rebuilding, replacing, relocating, inspecting and removing utility lines, related appurtenances upon, across, and over the Easement Tract together with the additional right to trim, cut and top all branches or trunks off all trees, bushes or shrubs that intrude into said easements. The Easement Tract shall not be used for any other purpose or purposes whatsoever, except in connection with such specified use.

The Public shall have the right and privilege to enter upon the Easement Tract at any time that they deem proper for the purpose of exercising the Public's rights and privileges thereon or thereunder pursuant to this conveyance and for ingress and egress to and from said easements, subject to all provisions and conditions herein specified.

GRANTOR expressly reserves the right to the use and enjoyment of the surface of the Easement Tract for any and all purposes, except construction of houses, buildings and structures (other than sidewalks, driveways and parking lots); provided that such use will not prevent the Public from constructing, installing, maintaining, repairing, replacing, removing or operating public utilities therein. GRANTOR further reserves the right to cross the Easement Tract with any and all roads, trails, bridges and other facilities and structures for all public and private transportation or walking or to grant to others these same rights.

GRANTOR, its successors and assigns, agrees not to permit any type of structure (including, but not limited to, antennas or other objects whether temporary or permanent) to encroach or intrude into said Easement Tract.

These non-exclusive easement designations are made by GRANTOR subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements of record affecting the Easement Tract.

Except for the rights expressly provided in this Easement to trim, cut and top all branches or trunks off of all trees, bushes or shrubs, if any of the Public using the Easement Tracts fails to restore the premises to their prior condition to the satisfaction of the underlying fee simple landowner, GRANTOR (or any of its successors in fee simple title) shall have the right to undertake such restoration work and to charge the particular grantee causing such damage for the costs. Any such member of the Public shall be obligated to make any restoration or reimbursement for restoration within 30 days of doing the work that results in a need for restoration or of receiving an invoice for reimbursement, whichever is appropriate. Failure of any such member of the Public to restore the premises to their condition prior to the undertaking of any such work or to reimburse GRANTOR for costs incurred for such restoration shall subject any such member of the Public to loss of all rights to use the Easement Tract.

To have and hold perpetually, the above described property and easements for said purposes, together with all the rights and appurtenances thereto in anywise belonging to the Public, their officers, agents, employees, successors, and assigns, forever, upon the condition that the Public will at all times, after doing any work in connection with the construction, reconstruction, repair or removal of said public utilities, restore said premises to the condition in which the same were found before such work was undertaken, and that in the use of said rights and privileges herein granted to the Public, will not create a nuisance or do any act that will be detrimental to said premises. Subject to the matters set forth herein, GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easements and rights described herein unto the Public against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE.

[EXECUTION PAGE FOLLOWS]

EXECUTED this 25 day of July, 2007.

GRANTOR:

BGM LAND INVESTMENTS, LTD.,
a Texas limited partnership

By: GP Landvest, LLC,
a Texas limited liability company
its general partner

By: John Sachs

Name

Title

John Sachs
Manager

COUNTY CLERK
HARRIS COUNTY, TEXAS

2007 JUL 31 PM 3:29

FILED

THE STATE OF TEXAS

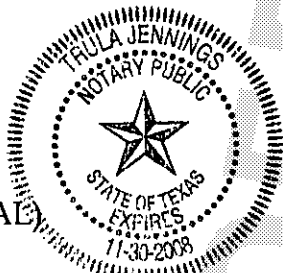
§

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 25 day of July, 2007, by John Sachs, Manager of GP Landvest, LLC, a Texas limited liability company and general partner of BGM LAND INVESTMENTS, LTD., a Texas limited partnership, on behalf of said limited partnership and company.



Trula Jennings
Notary Public, State of Texas

(NOTARY SEAL)

Upon recording, return to Grantee, c/o Allen Boone Humphries Robinson LLP,
Attention: Jessica Jones, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

EXHIBIT A

UTILITY EASEMENT

METES AND BOUNDS DESCRIPTION OF 423 SQUARE FEET OF LAND IN THE ELI NOLAND SURVEY, A-600 HARRIS COUNTY, TEXAS

All that certain 423 square feet of land, out of the 51.95 acre tract described as Tract II, in the deed from Hispanic Housing and Education Corporation to BGM Land Investments, Ltd., recorded under File No. X780829, in the Official Public Records of Real Property of Harris County, Texas, and the 87.36 acre tract described in the deed from Shin-Shan Chu to BGM Land Investments, Ltd., recorded under File No. X780830, in the Official Public Records of Real Property of Harris County, Texas, in the Eli Noland Survey, A-600, Harris County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING at a 3/4" iron rod found for the northwest corner of WAYSIDE VILLAGE, SEC. 1 according to the plat thereof recorded under Film Code No. 596142, in the plat records of Harris County, Texas, in the east right of way line of North Wayside Drive (100' R.O.W); **THENCE** South 86° 02' 50" East – 426.04', along said north line of said WAYSIDE VILLAGE, SEC. 1, to a 3/4" iron rod found for an angle corner of said WAYSIDE VILLAGE, SEC. 1; **THENCE** South 86° 12' 22" East – 162.93', continuing along said north line, to the southwest corner and **POINT OF BEGINNING** of the herein described easement;

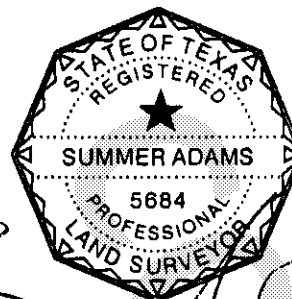
THENCE North 02° 44' 40" West – 30.20' to the northwest corner of the herein described easement;

THENCE South 86° 12' 22" East – 14.09' to the northeast corner of the herein described easement;

THENCE South 02° 44' 40" East – 30.20' to the southeast corner of the herein described easement, in the north line of aforesaid WAYSIDE VILLAGE, SEC. 1, from which a 3/4" iron rod found for the northeast corner of said WAYSIDE VILLAGE, SEC. 1, bears South 86° 12' 22" East – 575.98;

THENCE North 86° 12' 22" West – 14.09', continuing along said north line to the **POINT OF BEGINNING** of the herein described easement and containing 423 square feet of land.

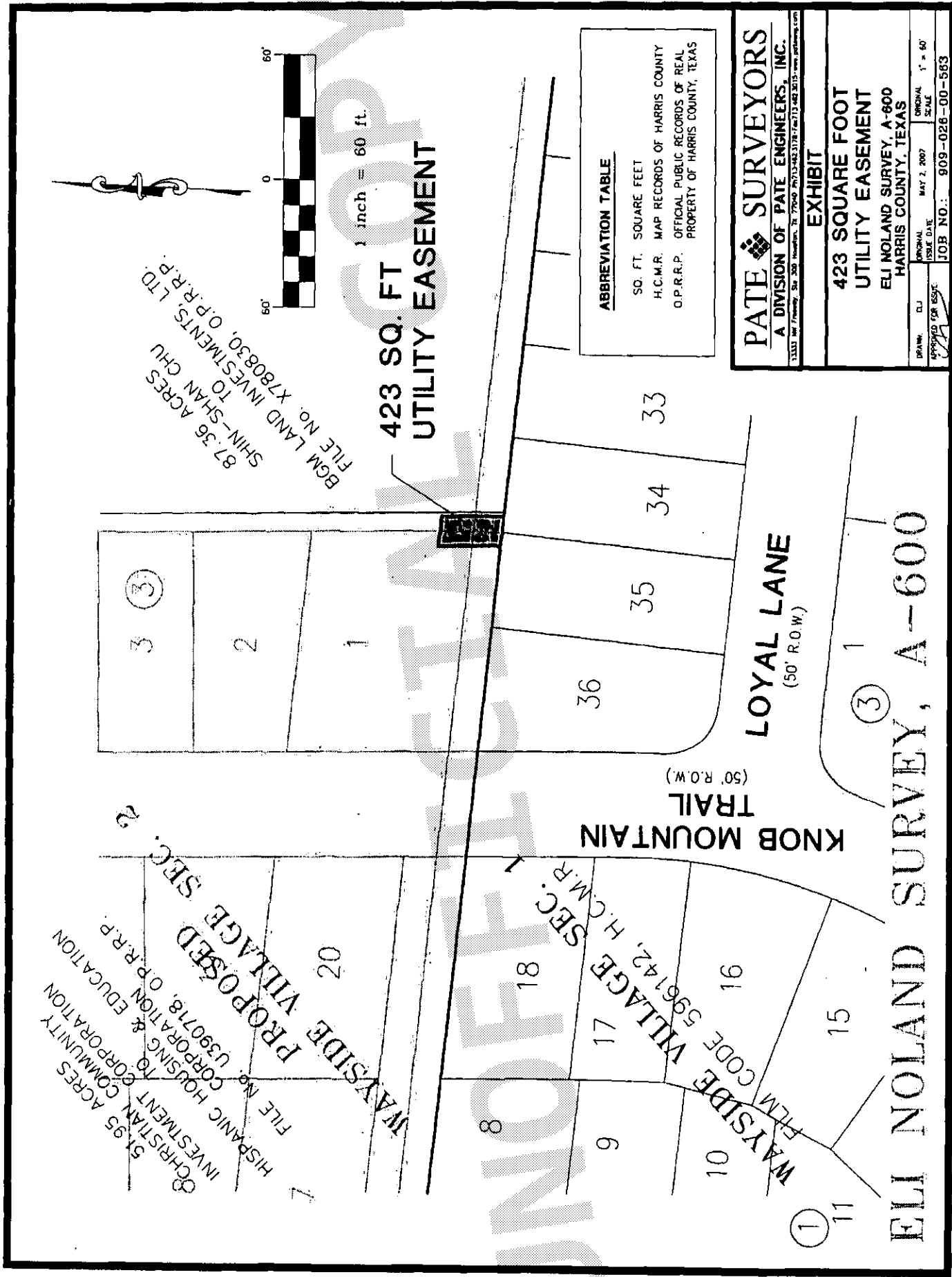
Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 0909-026-00-562



Certification Date
December 12, 2006

THIS LEGAL DESCRIPTION IS ISSUED FOR THE PURPOSE OF ATTACHMENT TO EASEMENT DEDICATION DOCUMENTS. IT SHOULD NOT BE USED FOR TITLE TRANSFER.

EXHIBIT B



RP 047-04-0223

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the
times shown by me, and was duly RECORDED in the Official Public Records of Real Property of Harris
County Texas on

JUL 31 2007



Brenda B. Hayden

COUNTY CLERK
HARRIS COUNTY, TEXAS