

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 14 - foot - wide 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 0.2346 acre 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.

see to the public

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
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Tit

John Sachs
Manager

THE STATE OF TEXAS

COUNTY OF HARRIS

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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.

(NOTARY SEAL)



Trula Jennings
Notary Public, State of Texas

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**14' UTILITY EASEMENT****METES AND BOUNDS DESCRIPTION
OF 0.2346 ACRE OF LAND
IN THE ELI NOLAND SURVEY, A-600
HARRIS COUNTY, TEXAS**

All that certain 0.2346 acre 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 5/8" iron rod found for the northeast corner of said 51.95 acre tract, in the west line of said 87.36 acre tract; **THENCE** South 02° 46' 39" East - 2756.45', along the east line of said 51.95 acre tract, common to the west line of said 87.36 acre tract to an angle corner, from which a 5/8" iron rod found for the southeast corner of said 51.95 acre tract, common to the southwest corner of said 87.36 acre tract, in the northwest right-of-way line of the Beaumont, Sour Lake and Western Railway Company fee strip (100' R.O.W.), recorded under Volume 194, Page 61, in the Deed Records of Harris County, Texas, bears South 02° 46' 39" East - 710.83'; **THENCE** South 87° 13' 21" West - 1.59' to the most southerly southeast corner and **POINT OF BEGINNING** of the herein described easement;

THENCE North 86° 12' 22" West - 14.09' to the southwest corner of the herein described easement;

THENCE North 02° 44' 40" West - 416.67' to the northwest corner of the herein described easement;

THENCE North 76° 16' 47" East - 55.04', to an angle corner of the herein described easement;

THENCE North 55° 58' 07" East - 74.58' to the north corner of the herein described easement;

THENCE South 58° 59' 23" East - 53.59', to an angle corner of the herein described easement;

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Page 2 - 0.2346 acre

THENCE South 56° 14' 21" East - 49.27', to an angle corner of the herein described easement;

THENCE South 53° 58' 22" East - 49.31', to an angle corner of the herein described easement;

THENCE South 53° 44' 48" East - 49.31', to the east corner of the herein described easement;

THENCE South 36° 15' 12" West - 14.00', to the most easterly southeast corner of the herein described easement;

THENCE North 53° 44' 48" West - 49.29', to an angle corner of the herein described easement;

THENCE North 53° 58' 22" West - 49.01', to an angle corner of the herein described easement;

THENCE North 56° 14' 21" West - 48.65', to an angle corner of the herein described easement;

THENCE North 58° 59' 23" West - 44.33', to an angle corner of the herein described easement;

THENCE South 55° 58' 07" West - 68.16', to an angle corner of the herein described easement;

THENCE South 76° 16' 47" West - 46.00', to an angle corner of the herein described easement;

FILED

2007 JUL 31 PM 3:29

Barbara A. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2128-34-02212

Page 3 - 0.2346 acre

THENCE South 02° 44' 40" East - 406.73', to the POINT OF BEGINNING of the herein described easement and containing 0.2346 acre of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 0909-026-00-561



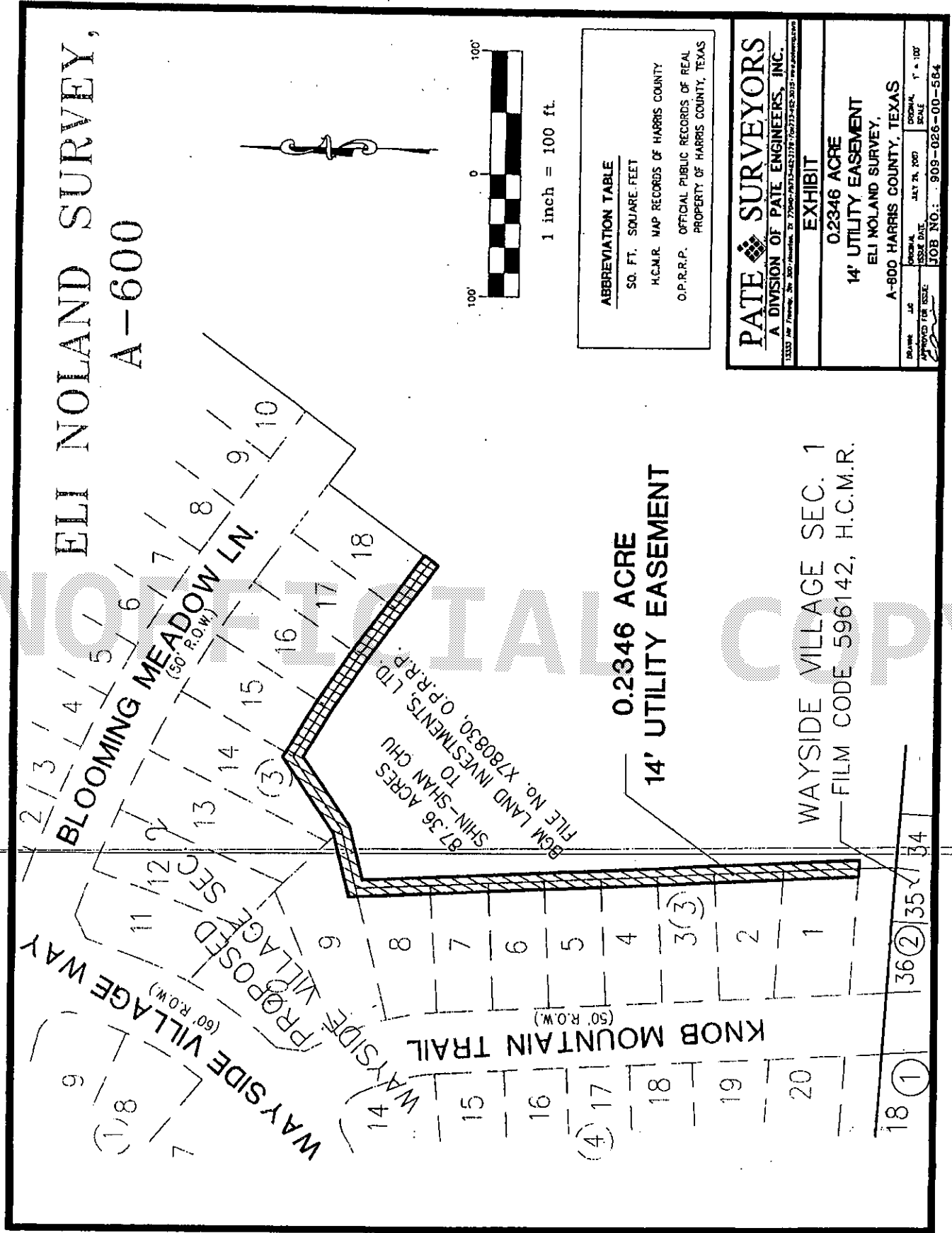
A handwritten signature in black ink, appearing to read "Summer Adams", written over a horizontal line.

Certification Date
November 13, 2004

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

HP 047-04-0213

EXHIBIT B



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 time
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County Texas on

JUL 31 2007



Beverly L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS