

10
Easement
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UTILITY EASEMENT

South Meadow Place, Section 1 - 0.2586 Acre Tract

THE STATE OF TEXAS
COUNTY OF HARRIS

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§ KNOW ALL MEN BY THESE PRESENTS:
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THAT OU LAND ACQUISITION, L.P., a Texas limited partnership (herein referred to as "Grantor"), for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give, dedicate and convey unto all utilities serving the public (hereinafter referred to as the "Public Utilities"), and to their respective successors, assigns and other beneficial parties whom they may represent, a perpetual non-exclusive right-of-way and easement (hereinafter referred to as the "Easement") in, across, under, over and through the following described property situated in Harris County, Texas, described in Exhibit "A" attached hereto and made apart hereof for all purposes and hereinafter referred to as the "Easement Tract" for the purpose of laying, constructing, maintaining, inspecting, operating, protecting, repairing, altering, changing the size of, replacing, relocating (but only within the Easement Tract), substituting and/or removing underground storm sewer lines, sanitary sewage lines, gas lines, electric power distribution lines, and communication lines and any appurtenant underground materials, apparatuses and/or facilities as may from time to time be deemed necessary by the Public Utilities in connection with the use, operation, transportation and furnishing of water, gas, electricity, telephone service and/or other publicly beneficial and useful utility services.

*see
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County Clerk
HARRIS COUNTY, TEXAS

2007 MAY 25 PM 12:26

FILED

The Public Utilities shall have except as provided hereinbelow, the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure utility facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, replacement, changes of the size, relocation (as above limited), substitution or removal thereof.

The Easement herein granted is a non-exclusive easement and Grantor and its successors and assigns shall have the right to use and enjoy the Easement Tract for all purposes which do not unreasonably interfere with the use thereof by the Public Utilities for the purposes for which said Easement is granted. Specifically, but without limitation, Grantor reserves for itself and its successors and assigns the right to grant additional public and private easements in, along, across, under and over the Easement Tract, the right to construct, install, maintain, operate, replace, repair and remove in, along, under and over the Easement Tract roads, driveways, parking areas, drainage ditches, pipelines, other lines, mains and other facilities and structures used for transportation or utility (including, without limitation, drainage, water [including irrigation], sanitary sewer, electricity, gas, cable, television and other telecommunication and similar services) purposes.

TO HAVE AND TO HOLD said Easement unto the Public Utilities for the purposes mentioned above, until the utility facilities are constructed and so long thereafter as any of such utility facilities are located and operated thereon, and the Grantor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular said premises unto the Public Utilities against every person whomsoever claiming or to claim the same or any part hereof, by, through or under Grantor, but not otherwise, subject to the matters set out below.

By acceptance of this grant and utilization of any rights granted hereby, each Public Utility agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement Tract to the same conditions in which same was found before such work was undertaken; that it shall bury all utility service lines, except such standpipes, manhole covers, and other surface appurtenances to the utility facilities as are located within the Easement Tract in accordance with plans which have been approved by Grantor, such approval shall not be unreasonably withheld or delayed, so that such lines will not create a nuisance, and that the Public Utilities will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.

The grant of the Easement is expressly made subject to the purposes stated herein and to any and all easements, restrictions, reservations, conditions or other matters or record in the Office of the County Clerk of Harris County, Texas affecting the Easement Tract.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, this instrument is executed this 22 day of May,

2007.

OU LAND ACQUISITION, L.P.,
a Texas limited partnership

By: OU Development, L.L.C.,
a Texas limited liability company
Its: General Partner

By: Obra Homes, Inc.,
a Texas corporation
Its: General Partner

By: 
Name: David O. Rogers III
Title: President

By: United Development Funding, L.P.,
a Nevada limited partnership
Its: General Partner

By: United Development Funding, Inc.,
a Nevada corporation
Its: General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____,

2007.

OU LAND ACQUISITION, L.P.,
a Texas limited partnership

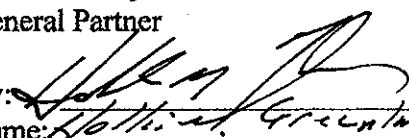
By: OU Development, L.L.C.,
a Texas limited liability company
Its: General Partner

By: Obra Homes, Inc.,
a Texas corporation
Its: General Partner

By: _____
Name: _____
Title: _____

By: United Development Funding, L.P.,
a Nevada limited partnership
Its: General Partner

By: United Development Funding, Inc.,
a Nevada corporation
Its: General Partner

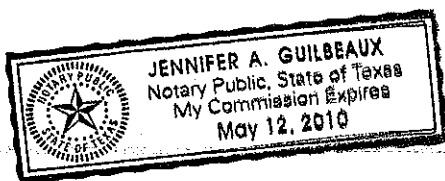
By: 
Name: Robert A. Green
Title: President

THE STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on this 22 day of May, 2007, by David O. Rogers III, President of Obra Homes, Inc., a Texas corporation, general partner of OU Development, L.L.C., a Texas limited liability company, general partner of OU Land Acquisition, L.P., a Texas limited partnership, on behalf of said limited partnership.



(SEAL)

Jennifer Guilbeaux
Notary Public in and for the
State of T E X A S

Jennifer Guilbeaux
Name Printed or Typed
My Commission Expires: 5/12-2010

THE STATE OF _____

COUNTY OF _____

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This instrument was acknowledged before me on this _____ day of _____, 2007, by _____ of United Development Funding, Inc., a Nevada corporation, general partner of United Development Funding, L.P., a Nevada limited partnership, general partner of OU Development, L.L.C., a Texas limited liability company, general partner of OU Land Acquisition, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the
State of T E X A S

Name Printed or Typed
My Commission Expires: _____

(SEAL)

After Recording, Please Return To:
Josh J. Kahn
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

THE STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this _____ day of _____, 2007,
by _____ of Obra Homes, Inc., a Texas
corporation, general partner of OU Development, L.L.C., a Texas limited liability company, general
partner of OU Land Acquisition, L.P., a Texas limited partnership, on behalf of said limited
partnership.

Notary Public in and for the
State of T E X A S

Name Printed or Typed

My Commission Expires: _____

(SEAL)

THE STATE OF Texas

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COUNTY OF Tarrant

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This instrument was acknowledged before me on this 21st day of May, 2007,
by Hollis Greenlaw, President/CEO of United Development Funding,
Inc., a Nevada corporation, general partner of United Development Funding, L.P., a Nevada limited
partnership, general partner of OU Development, L.L.C., a Texas limited liability company, general
partner of OU Land Acquisition, L.P., a Texas limited partnership, on behalf of said limited
partnership.



(SEAL)

Hillary A Lueck

Notary Public in and for the
State of T E X A S
Hillary A Lueck

Name Printed or Typed
My Commission Expires: 4-30-08

After Recording, Please Return To:
Josh J. Kahn
Coats, Rose, Yale, Ryman & Lee, P.C.
3 Greenway Plaza, Suite 2000
Houston, Texas 77046

SOUTH MEADOW PLACE SEC. 1
UTILITY EASEMENT
0.2586 ACRES

MAY 9, 2007
JOB NO. OBR02-5T

DESCRIPTION OF A 0.2586 ACRE TRACT OF LAND SITUATED
IN THE WILLIAM J. LOVETT SURVEY, ABSTRACT NO. 526
HARRIS COUNTY, TEXAS

Being a 0.2586 acre tract of land in the William J. Lovett Survey, A-526, Harris County, Texas, being out of a called 61.29 acre tract conveyed to OBRA HOMES, INC. as recorded in Harris County Clerk's File No. Y861232, said 0.2586 acre tract of land being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found for the northwest corner of said 61.29 acre tract and the northeast corner of Lot 118 conveyed to Bobkin Management, LLC as recorded in Harris County Clerk's File No. W178692, described as Minnetex Place, plat of which is recorded in Volume 2, Page 57 of the Harris County Map Records also lying in the south right-of-way line of Allison Road (called 60 feet wide) as recorded in Volume 2, Page 57 of the Harris County Map Records;

THENCE S 01°30'08" E, 1013.52 feet along the west line of said 61.29 acres to a point;

THENCE N 88°34'47" E, 123.67 feet to the POINT OF BEGINNING of this tract;

THENCE over and across said 61.29 acres the following:

N 01°25'13" W, 7.00 feet to a point for a corner;

N 88°34'47" E, 335.91 feet to a point for a corner;

S 01°25'13" E, 250.00 feet to a point for a corner;

N 88°34'47" E, 1095.00 feet to a point for a corner;

S 01°25'13" E, 7.00 feet to a point for a corner;

S 88°34'47" W, 1100.00 feet to a point for a corner;

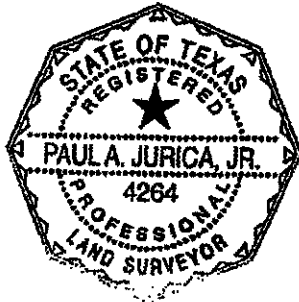
N 01°25'13" W, 250.00 feet to a point for a corner;


And S 88°34'47" W, 330.91 feet to the POINT OF BEGINNING and containing 0.2586 acres of land.

SOUTH MEADOW PLACE SEC. 1
UTILITY EASEMENT
0.2586 ACRES

Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD-83 and was established by GPS observations and originated along the east right-of-way line of Mykawa Road (60' width) and monumentation (5/8-inch iron rods with cap stamped "RODS SURVEYING") found along the north line of Fuqua Street.

This description is not to be used for a "Fee Conveyance".




Paul A. Jurica, Jr. RPLS No. 4264
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

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 the number Sequence on the date and at the
stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris
County Texas on

MAY 25 2007



Beverly L. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS