

Handwritten scribbles and initials in the top left corner.

**ACCESS, UTILITY, TELECOMMUNICATIONS,
FENCES, MAIL BOXES AND DRAINAGE EASEMENT
(Rosedale Place)**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, PERRY HOMES, a Joint Venture ("Perry Homes") is the owner of the real property described, as follows (the "Property"):

Rosedale Place, an addition in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Film Code No. 597125 of the Map Records of Harris County, Texas.

WHEREAS, Perry Homes desires to grant an easement for the purposes of: (a) access; and (b) constructing, installing, maintaining, removing, repairing, servicing, operating and/or reconstructing utility lines ("Lines") including, but not limited to, electric, gas, water, sewer, telecommunications and, if applicable, cable television; (c) installing, maintaining, repairing, removing, servicing and/or re-installing mail boxes; and (d) installing, maintaining, repairing, removing, servicing and/or re-installing fences ("Fences") including, but not limited to, Fences which may cross narrow shaped strips of land projecting from Lots or Townhome Sites; and (e) drainage.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Perry Homes hereby GRANTS, SELLS AND CONVEYS to the Rosedale Community Association, Inc., a Texas non-profit corporation, whose address is c/o JDH Property Management Company, 15201 East Freeway, Channelview, Texas 77530 ("Association") and to all public utilities a perpetual, non-exclusive easement, in, over, on, under, and/or across all those certain parcels of land (the "Easement Property"), depicted with single cross-hatch on Exhibit "A" attached hereto and incorporated herein by reference for the purposes of: (a) access; and (b) constructing, installing, maintaining, removing, repairing, servicing, operating and/or reconstructing the Lines including, but not limited to, electric, gas, water, sewer, telecommunications and, if applicable, cable television; (c) installing, maintaining, repairing, removing, servicing and/or re-installing mail boxes; and (d) installing, maintaining, repairing, removing, servicing and/or re-installing Fences including, but not limited to, Fences which may cross narrow shaped strips of land projecting from Lots or Townhome Sites; and (e) drainage.

Handwritten initials "fcc" in the right margin.

This instrument is executed with the intention for the Association, the public utilities, and their respective heirs, successors and assigns, TO HAVE AND TO HOLD the Easement Property, together with all and singular the rights and appurtenances thereto in any way belonging to the Association and the public utilities, forever; and

Perry Homes does hereby bind itself, its successors and assigns, to warrant and to forever defend the Easement Property unto the Association and the public utilities and their respective heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Perry Homes, but not otherwise.

The agents, contractors, or other representatives of the Association and the public utilities shall have the right to enter and access the Easement Property as may be reasonably necessary, requisite, convenient, or appropriate in connection with constructing, installing, maintaining, removing, repairing, servicing, operating and/or reconstructing the Lines and the Fences.

The Association's and the public utilities' rights shall include, without limitation, the right to bring and operate such equipment on the Easement Property, as may be necessary or appropriate to effectuate the purposes for which this easement is granted. Within a reasonable period of time following the completion of any work on the Lines and the Fences, the Easement Property shall be restored as nearly as practical to the condition prior to the undertaking of such work.

THE ASSOCIATION SHALL, AND HEREBY DOES, INDEMNIFY AND HOLD PERRY HOMES, ITS SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, SUITS, ACTIONS, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING REASONABLE ATTORNEY'S FEES) TO PERSONS OR PROPERTY CAUSED BY, OR ARISING OUT OF, ANY OF THE ASSOCIATION'S OPERATIONS HEREUNDER OR OTHERWISE RELATING TO CONSTRUCTING, INSTALLING, MAINTAINING, REMOVING, REPAIRING, SERVICING, OPERATING AND/OR RECONSTRUCTING THE LINES AND THE FENCES OR A FAILURE COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS, RULES, REGULATIONS AND SAFETY STANDARDS IN CONNECTION WITH SUCH WORK.

The easement granted herein is made expressly subject to each and every, all and singular, the valid and existing restrictions, liens, conditions, exceptions, mineral, and oil royalty reservations and covenants of whatsoever nature of record, if any, and also the laws, regulations, ordinances, and statutes of municipal, or other governmental authorities, if any, applicable to, and enforceable against, the Easement Property.

This instrument and all terms, provisions and agreements hereof shall be binding covenants running with the land affected thereby, and shall adhere to the benefit of and be binding upon Perry Homes, the Association, the public utilities and their respective, successors and assigns.

IT IS UNDERSTOOD THAT THIS DOCUMENT CONVEYS AN EASEMENT ONLY AND IN NO WAY GRANTS OR CONVEYS ANY PART OF THE UNDERLYING FEE SIMPLE ESTATE.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, PERRY HOMES, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS IN TITLE, CONSENTS TO THE PLACEMENT OF AIR CONDITIONING COMPRESSOR UNITS, PADS AND PATIOS IN THE EASEMENT PROPERTY.

EXECUTED this 7th day of September, 2006

Perry Homes, a Joint Venture

BOR

By: Perry-Houston Interests, Ltd.,
a Texas limited partnership,
as the Managing Joint Venturer

By: PH Financial L.L.C.,
a Texas limited liability company,
as the General Partner

By: *Gerald W. Noteboom*
Gerald W. Noteboom
Senior Executive Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 7th day of September, 2006 by Gerald W. Noteboom, Senior Executive Vice President of PH Financial L.L.C., a Texas limited liability company, as the General Partner of PERRY-HOUSTON INTERESTS, Ltd., a Texas limited partnership, the Managing Joint Venturer of PERRY HOMES, A Joint Venture.



Seal Showing Name and
Commission Expiration

Merrilee J. Zedan
Notary Public in and for the
State of Texas

ACCEPTED AND AGREED TO this 8th day of September, 2006

ROSEDALE COMMUNITY ASSOCIATION, INC.,
a Texas non-profit corporation

By: *S. Bradley Todes*
S. Bradley Todes, President

AFTER RECORDING RETURN TO:

S. Bradley Todes
P.O. Box 34306
Houston, TX 77234

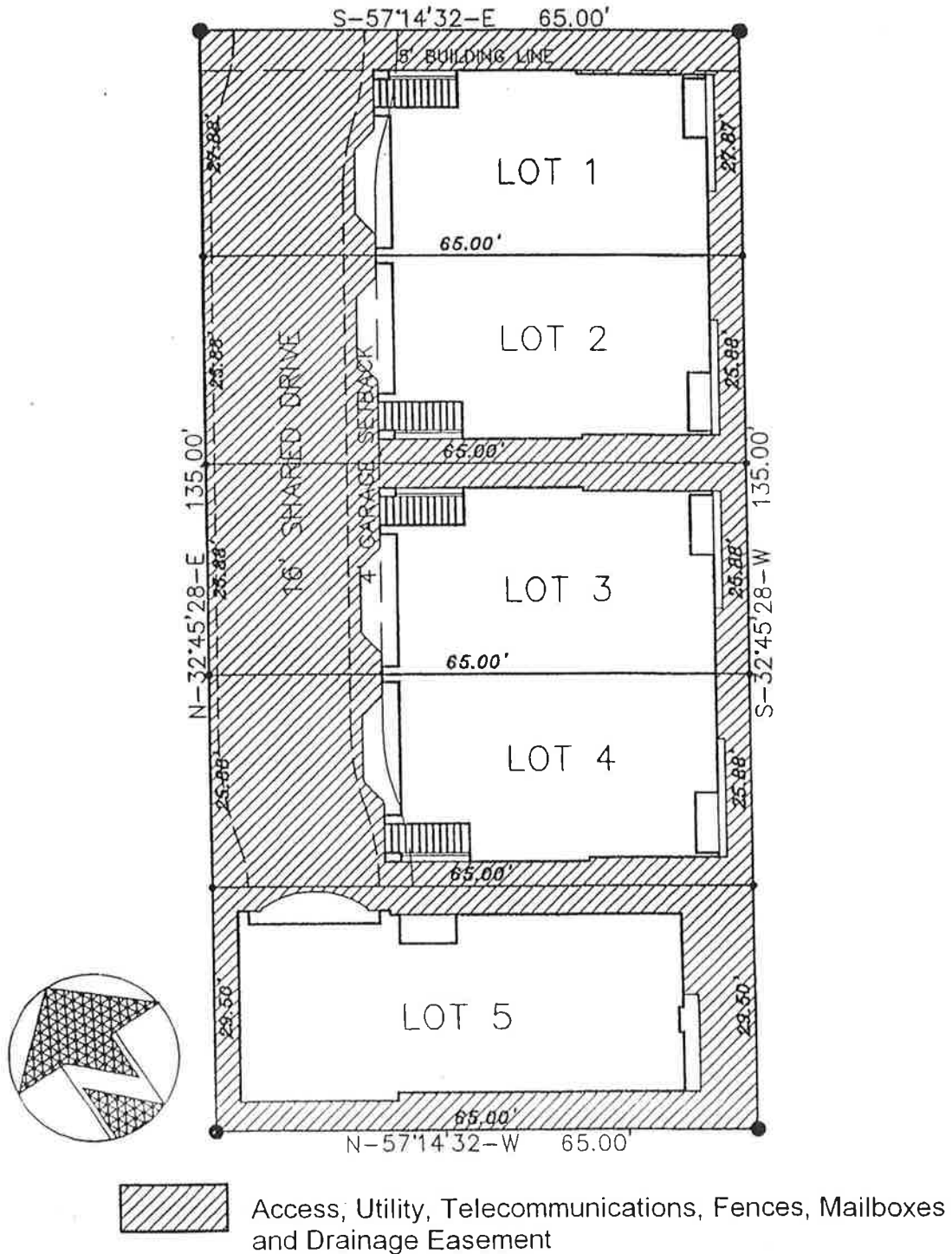
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Exhibit "A"

NOTE: The diagram below is of Rosedale Place, a subdivision in the City of Houston, Harris County, Texas, according to a map or plat thereof, recorded under Clerk's File No. Z106768 and Film Code No. 597125 of the Map Records of Harris County, Texas.

ROSEDALE AVENUE
(80' R.O.W.)



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

OCT 17 2006



Dorely B. Kayba
COUNTY CLERK
HARRIS COUNTY, TEXAS

Dorely B. Kayba
COUNTY CLERK
HARRIS COUNTY, TEXAS

2006 OCT 17 AM 10:07

FILED

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.

RECORDED