

980457

## ROADWAY AND UTILITY EASEMENTS

THE STATE OF TEXAS     §  
   §  
 COUNTY OF WALLER     §

## KNOW ALL MEN BY THESE PRESENTS:

That, TGL, Inc., an Oklahoma Corporation, ("Owner") is the sole owner in fee simple absolute of the real estate situated in Waller County, Texas, more particularly described as TRACTS W-1, W-2, W-3, W-5, W-6, W-7, W-8, W-9, W-10, W-11, W-12, E-9, E-10, E-11, E-12, E-13, E-14, E-15 and E-16, in EXHIBITS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S respectively, made a part hereof by reference.

NOW, THEREFORE, TGL, Inc., for the purpose of providing an alternate system of ingress and egress by use and maintenance of the private roadways contained on said real property, and in order to provide adequate easements for the mutual benefit of all successors in title, does hereby impose certain road easements, road maintenance, and road use covenants, which shall be binding on Owner, its successors and assigns.

TGL, Inc. ("Owner") hereby grants and conveys roadway easements to each of the subsequent owners of the Tracts set forth in the attached Exhibits and being all the land owned by Owner in the property referenced in this document and all exhibits attached herein. These roadway easements include the right to construct, alter and maintain the roads over and across the property described in the Easements described in Exhibit 1, 2, 3, 4, and 5, attached hereto, with the free right of ingress and egress over and across such property described herein as such rights of ingress and egress are necessary to the property's use of said roads.

These covenants are to run with the land and shall be binding on all grantees of title from TGL, Inc. and all persons claiming by, through, OR under them unless all owners agree otherwise. TGL, Inc., reserves the right with the right of ingress and egress to build either a public or private road to county standards along portions of the Easement identified in Exhibit 2.

If TGL, Inc. or any of its grantees, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning or having a legal interest in any tract or tracts herein described to prosecute any proceeding at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other relief for such violations. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The roadway easements granted to owners of the tracts referred to herein are as follows:

1. EASEMENT NO. 1:

A perpetual easement, 60 feet in width for an alternative route of ingress and egress, and for installation and servicing of utilities, shall be created along an existing roadway. The legal descriptions for the referenced Ingress and Egress Easements are set forth on Easement 1. This easement is granted to the owners of tracts W-2, W-3, W-6, W-11, W-12 and E-10.

RETURN TO: BETH FOREST  
 STEWART TITLE HOUSTON  
 P. O. BOX 1504  
 HOUSTON, TEXAS 77251-1504

2. EASEMENT NO. 2:

A perpetual easement, 60 feet in width for an alternative route of ingress and egress, and for installation and servicing of utilities, shall be created along an existing roadway. The legal descriptions for the referenced Ingress and Egress Easements are set forth on Easement 2. This easement is granted to the owners of tracts E-9, E-10, E-11, E-12, E-13, E-14, E-15 and E-16 and W-11. This easement shall thereupon terminate as to the portion dividing Tracts E-6 and E-7, the portion dividing E-7 and E-12, and the portion dividing Tracts E-6 and E-13 upon Waller County's acceptance of a public road which is to be located along the entire south side of Tract E-7 and the northwest side of Tracts E-6 and E-7.

3. EASEMENT NO. 3:

A perpetual easement, 60 feet in width for an alternative route of ingress, egress and for installation and servicing of utilities, shall be created along an existing roadway. The legal descriptions for the referenced Ingress and Egress Easements are set forth on Easement 3. The rights of Tract owners abutting said easement shall be limited to that portion of the easement which abuts said tract. This easement is granted to the owners of tracts W-1, W-2, W-5, W-6, W-7, W-8, W-9, W-10 and W-11.

4. EASEMENT NO. 4:

A perpetual easement, 60 feet in width for an alternative route of ingress, egress and for installation and servicing of utilities, shall be created along an existing roadway. The legal descriptions for the referenced Ingress and Egress Easements are set forth on Easement 4. This easement is granted to the owners of tracts E-10 and W-11.

5. EASEMENT NO. 5

A perpetual easement, 60 feet in width for an alternative route of ingress, egress and for installation and servicing of utilities, shall be created along an existing roadway. The legal descriptions for the referenced Ingress and Egress Easements are set forth on Easement 5. This easement is granted to the owners of tracts E-14, E-15 and E-16.

It is the intention of the owners to maintain a perpetual roadway easement that includes all of the roads on the common boundary of the tracts abutting the Easements.

DIVISION OF MAINTENANCE COSTS FOR EASEMENT ROADWAYS:

The easements herein described contain public or private roadways, and for purposes of effecting the maintenance costs attributable to the upkeep of these roadways, the following allocation of responsibility and cost shall apply to the private roadways:

1. EASEMENT NO. 1: Easement No. 1 is common to Tracts W-2, W-3, W-6, W-11, W-12 and E-10, each of which tract owners shall be responsible for maintaining the roadway or improvement costs attributable to this roadway and may be assessed one-sixth (16.67%) for the portion of the easement which is directly adjacent to western side of Tract W-3 upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of W-2, W-3, W-11, W-12 and E-10 shall be responsible for maintaining the roadway on Easement No. 1, adjoining the north side of Tract W-3 and may be assessed one-fifth (20.00%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of W-11, W-12 and E-10 shall be

responsible for maintaining the roadway on Easement No. 1 adjoining Tract W-11 and may be assessed one-third (33.34%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts.

2. EASEMENT NO. 2: Easement No. 2 is common to Tracts E-9, E-10, E-11, E-12, E-13, E-14, E-15, E-16, and W-11, each of which tract owners shall be responsible for maintaining the roadway on Easement No. 2 and may be assessed one-ninth (11.12%) each of any road maintenance or improvement costs to this roadway attributable the portion of the easement which is between Tracts E-6 and E-7 upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of E-12, E-11, E-9, E-10 and W-11 shall be responsible for maintaining the roadway on Easement No. 2 adjoining Tract E-12 and may be assessed one-fifth (20.00%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of E-11, E-9, E-10 and W-11 shall be responsible for maintaining the roadway on Easement No. 2 adjoining Tract E-11 and may be assessed one-fourth (25.00%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of E-9, E-10 and W-11 shall be responsible for maintaining the roadway on Easement No. 2 adjoining Tract W-11 and may be assessed one-third (33.34%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of E-13, E-14, E-15 and E-16 shall be responsible for maintaining the roadway on Easement No. 2 adjoining Tract E-13 and may be assessed one-fourth (25.00%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts. The Tracts owners of E-14, E-15 and E-16 shall be responsible for maintaining the roadway on Easement No. 2 adjoining Tract E-14 and may be assessed one-third (33.34%) each of any road maintenance or improvement costs to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts.
3. EASEMENT NO. 3: Easement No. 3 common to Tracts W-1, W-2, W-5, W-6 and W-10, each of which tract owners shall be responsible for maintaining that portion of the roadway which abuts each said tract in Easement No. 3 and may be assessed one-half (50%) of any road maintenance or improvement costs attributable to the portion of the roadway abutting the owned tract upon a vote of not less than two-thirds (2/3rds) of said Tracts. WRONG
4. EASEMENT NO. 4: Easement No. 4 is common to tract W-11 and E-10, which tract owner shall be responsible for maintaining the roadway on Easement No. 4 and may be assessed one-half (50%) each of any road maintenance or improvement costs attributable to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts.
5. EASEMENT NO. 5: Easement No. 5 is common to Tract E-14, E-15; and E-16, which tract owner shall be responsible for maintaining the roadway on Easement No. 5 and may be assessed one-third (33 1/3%) each of any road maintenance or improvement costs attributable to this roadway upon a vote of not less than two-thirds (2/3rds) of said Tracts.

#### GENERAL TERMS

Each Tract shall be afforded one vote on matters herein described that require a vote of Tract owners, but any required maintenance and expense must be by the vote of Tract owners that have the duty to pay the costs related thereto described in Paragraph 5 above.

Each Easement shall run in favor of all Tract owners herein.

There may not be a gate placed at any point along any portion of the roadways without the agreement of all owners utilizing the segment of the roadway beyond the point to be gated.

Each Tract owner may fence along said easement parallel to its crossing of their respective Tract as long as said fencing does not interfere with the terms of this instrument or otherwise with the use of the easements described herein.

Within six (6) months after the recording of this instrument, all Tract owners shall meet for the purpose of adopting and implementing rules and procedures for the periodic maintenance and improvements of the private roadways described herein.

The easements and covenants described herein shall inure to the benefit of and be binding upon Owner and its successors and assigns of the Tracts herein described.

Executed the 23 day of January 1998.

TGL, Inc.

BY Jay Anderson  
Vice President

STATE OF OKLAHOMA §  
  §  
COUNTY OF TULSA §

TGL, INC acknowledged this instrument before me on this 23rd day of January 1998.



Scott Ferguson  
Notary Public, State of Oklahoma

1-16-2001