RP-2017-10573

COMMON AREA AGREEMENT AND CONSTRUCTION AND MAINTENANCE EASEMENT

THE STATE OF TEXAS 999 **COUNTY OF HARRIS**

1. Grantor, Wilmer Home Investor, LP, acting by and through its duly authorized officers and representatives, ("Grantor"), is the owner of the property located at 3830 Wilmer Street Lots 1 to 8 (address), and more particularly described in Exhibit "A" attached to this Easement ("Grantor's property").

2. Grantee, Wilmer Home Investor, LP, acting by and through its duly authorized officers and representatives, ("Grantee"), is the owner of the property located at 3830 Wilmer Street Lots 1 to 8 (address), and more particularly described in Exhibit "B" attached to this Easement ("Grantee's property").

- 3. Grantor represents that the Grantor is the sole owner of Grantor's property and that there are no lienholders, mortgagees, or trustees that have an ownership interest in Grantor's property except those lienholders, mortgagees, or trustees that have signed this Easement evidencing their consent to the conveyance of this Easement and their consent to the terms and conditions of this Easement.
- 4. Grantee desires to construct a building on Grantee's property that is within three feet of Grantor's property. Grantee desires that Grantor convey an easement on Grantor's property to Grantee for the purpose of performing construction, repairs, and maintenance on Grantee's property ("Easement").
- 5. For and in consideration of the mutual covenants and conditions contained in this Easement, and for other good and valuable consideration, Grantor conveys to Grantee a perpetual, nonexclusive easement over and across a portion of Grantor's property that is adjacent to Grantee's property for purposes of performing construction, repairs, and maintenance on Grantee's property.
- 6. Scope. Grantee and Grantee's agents and contractors shall have an Easement that shall extend 3 feet from the portion of Grantor's property line that abuts the portion of Grantee's property line that is adjacent to the portion of the building on Grantee's property that is closer than three feet from Grantor's property. Grantee's and Grantee's agents and contractors shall have the right to enter onto Grantee's property for the purpose of accessing this Easement. Grantee and Grantee's agents and contractors shall have access to the Easement at all reasonable times for the purposes described herein.
- 7. Purpose. The use of the Easement shall include the performance of construction, repairs, and maintenance on Grantee's property of buildings, landscaping, lighting, utilities, fixtures, and other improvements. Grantee agrees that the use of the

Easement for construction, repairs, and maintenance of a building on Grantee's property shall be limited to the size, scale, measurements, number of stories, and the distance from Grantor's property as described in Exhibit "C" attached to this Easement. Grantee shall not permit a building constructed on Grantee's property to encroach onto Grantor's property in any way except as provided for in Exhibit "C" attached to this Easement.

- 8. The Easement shall encumber Grantor's property and be a covenant running with the land, and shall be binding on all of Grantor's heirs, successors, agents, assignees, lessees, and other occupiers of Grantor's property, until the time that the Easement is released.
- 9. Maintenance of Easement. Grantor shall be responsible for reasonable maintenance of the Easement including reasonable maintenance of the lawn, landscaping, trees, and any structures or objects in the Easement that are owned by Grantor. Grantor retains all rights to use the Easement in any way that does not reasonably interfere with Grantee's use of the Easement for the purposes described in this Easement. Grantor shall keep the Easement free of obstructions that might reasonably interfere with the purpose of the Easement described herein. Grantee shall be responsible for any damage done to Grantor's property in connection with Grantee's use of the Easement.
- 10. Termination. Grantor agrees not to revoke this Easement while the building remains on Grantee's property in the form described in Exhibit "C" attached to this Easement. If a building described in Exhibit "C" attached to this Easement is demolished or altered from its description contained in Exhibit "C," this Easement shall be terminated except if the building described in Exhibit "C" attached to this Easement is demolished and rebuilt according to the "Reconstruction after Casualty" provisions of Chapter 42, Code of Ordinances, Houston, Texas, then this Easement shall continue to be effective.
- 11. If a condition of this Easement is violated, abandoned, waived, or otherwise found to be invalid, the remaining terms and conditions of this Easement shall remain in full force and effect to the extent possible.

EXECUTED on January 6,2017

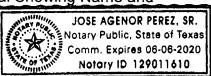
by July Grace Perez as Manager of Grantor

THE STATE OF TEXAS \$ Wilmer Home Investors, LP.

COUNTY OF HARRIS \$

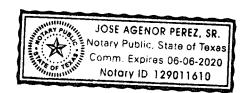
This instrument was acknowledged before me on the 1/9/17, by

Seal Showing Name and



Netary Public in and for the

EXECUTED on Somery 6,	2617
Sugar Pero ?	, Lienholder for Grantor's property
THE STATE OF TEXAS §	
COUNTY OF HARRIS §	
This instrument was acknowledged before me on the 1/9/17, by Greso Pers as manager of Disease Management uc as General Pertres of witness thought the lawsters in	
Wilner Home Invisions up as Ceneral Pertrevent wither Home Invisions up	
	Jose Afance Perez
Seal Showing Name and	Notary Public in and for the
Commission Expiration	State of Texas



State of Texas

EXECUTED on THE STATE OF TEXAS COMMITY OF HARRIS his, instrument was acknowledged before me on the Suacro Peres as manger of. Disame Mangered, Lie as OSE AGENER Pera Seal Showing Name and Notary Public in and for the Commission Expiration

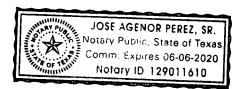


Exhibit "A"

Legal Description of Grantor's Property

Wilmer Landing BLOCK 1, LOTS 1,2,3,4,5,6,7,8 Houston, Texas 77003 HARRIS COUNTY

3830 Wilmer Street 8 UNITS,

Exhibit "B"

Legal Description of Grantor's Property

Wilmer Landing BLOCK 1, LOTS 1,2,3,4,5,6,7,8 Houston, Texas 77003 HARRIS COUNTY

3830 Wilmer Street 8 UNITS,

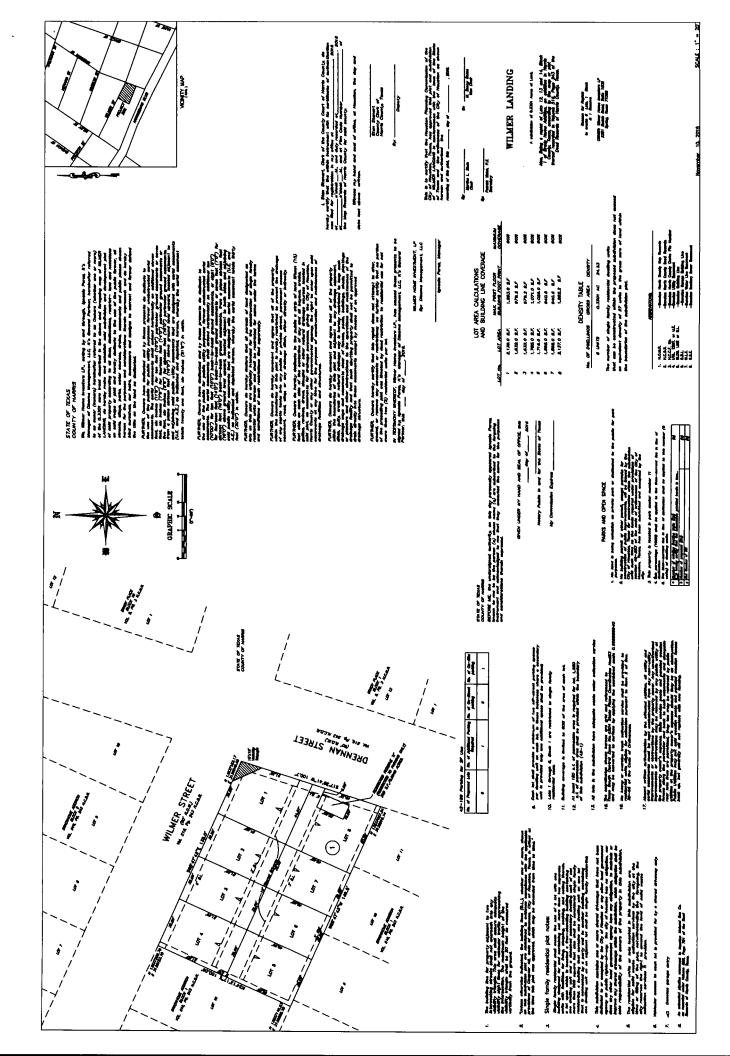
Exhibit "C"

Description of Buildings on Grantee's Property (See Section 7 and 10 of Easement)

Wilmer Landing BLOCK 1, LOTS 1,2,3,4,5,6,7,8 Houston, Texas 77003 HARRIS COUNTY

3830 Wilmer Street 8 UNITS,

Sose Perez 6807 Ixons AUE. Hassen TX 77020



A1.00 DRENNAN STREET Ø1 SITE PLAN LOT 8 LOT 1 LOT 2 LOT 7 WILMER STREET LOT 3 LOT 6 LOT 5 LOT 4

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.

FILED FOR RECORD

11:52:29 AM

Monday, January 9, 2017

COUNTY CLERK, HARRIS COUNTY, TEXAS

Stan Stanort

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 File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, January 9, 2017

OF HARRIS COUNTY, INTERPRETATION & INTERPRETATION OF THE PROPERTY OF THE PROPE

COUNTY CLERK HARRIS COUNTY, TEXAS