

DRAINAGE EASEMENT

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

This Drainage Easement Agreement (“Agreement”) is made and given by Trendmaker Homes, Inc., a Texas corporation (“Trendmaker”) to the Lakes of Woodtrace Community Association, Inc. (the “Association”) under the terms and conditions hereunder set forth, and thus:

WITNESSETH

WHEREAS, Trendmaker is the owner of Lot 12, Block 2 and Lot 2, Block 2, both in Section 1 of Woodtrace, a subdivision in Montgomery County, Texas, according to the map or plat thereof which is recorded in Cabinet Z, Sheet Nos. 2808-2811, File No. 2014-022107 of the Map Records of Montgomery County, Texas (the “Trendmaker Lots”), and Trendmaker desires to grant an easement (the “Easement”) within certain locations on the Trendmaker Lots for the purpose of maintaining an underground drainage system (the “Drainage System”) that has been installed by Trendmaker at the Association’s request; and

WHEREAS, Trendmaker desires to grant to the Association, and the Association desires to make use of, this Easement for the Drainage System, which Easement is a part of the Trendmaker Lots and is more particularly described on Exhibit A attached hereto and made a part hereof (the “Easement Tract”);

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration this day exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties to this Agreement do hereby agree as follows:

1. Trendmaker has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto the Association, for as long as the Association uses the Easement Tract for the Drainage System, the Easement within the Easement Tract, to have and to hold together with all and singular the rights provided for herein unto the Association, its successors and assigns. The Easement granted herein is for the location of the Drainage System only and, except as necessary for the maintenance, repair and replacement of the Drainage System, the Association will not have any right to use the surface of the Easement Tract except for the inlets located on the surface of the Easement Tract that constitute a portion of the Drainage System. Trendmaker may use the surface of the Easement tract and may install improvements within the Easement Tract so long as such improvements do not unreasonably interfere with the Drainage System and the Association's ability to repair and maintain such Drainage System; provided, however, the use of the Easement Tract by successors in title to Trendmaker shall not include the right to remove or modify or impair the functionality of the Drainage System. The Easement shall expire and be of no further force and effect at such time as the Association permanently ceases to use the Easement Tract for the purpose herein set forth. The Association's use of the Easement Tract shall be

broadly construed, and shall include but not be limited to the construction, maintenance, repair, replacement, demolition, removal and/or modification of the Drainage System.

2. The Association hereby agrees and accepts that the Association shall be solely responsible at its cost and expense to maintain, repair, replace, demolish, remove and/or modify the Drainage System.
3. This grant is made and accepted subject to any and all encumbrances, reservations, conditions, covenants, easements and restrictions, if any, affecting the Easement Tract now of record in the County Clerk's Office of Montgomery County, Texas and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of such Easement Tract.
4. The rights granted herein to the Association are non-exclusive and Trendmaker, its successors and assigns shall have the right, from time to time, to grant further easements in and across, through and under such Easement Tract for any lawful purpose provided that the holder of such additional easement does not unreasonably interfere with the rights herein granted.
5. Trendmaker does hereby bind itself and its successor and assigns to warrant and forever defend, all and singular, the uses and easements granted herein unto the Association, its successors and assigns, against every person whatsoever claiming or to claim the same or any part thereof, by, through or under Trendmaker, but not otherwise, for the duration of this Easement.
6. Provisions of this Agreement may be enforced by the parties hereto and their respective successors and assigns and may be modified from time to time or terminated by the written agreement of the parties hereto and their respective successors and assigns.
7. This Agreement may be executed in multiple counterparts, all of which will be considered one Agreement.

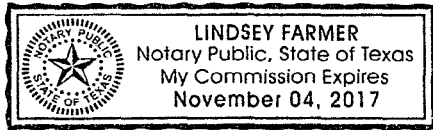
EXECUTED on this 11 day of April, 2017.

Trendmaker Homes, Inc., a Texas corporation

By: Will Holder
Name: Will Holder
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11 day of April, 2017, by Will Holder, President of Trendmaker Homes, Inc., a Texas corporation, on behalf of said corporation.



Lindsey Farmer
Notary Public – State of Texas

Lakes of Woodtrace Community Association, Inc.

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, _____ of the Lakes of Woodtrace Community Association, inc. , a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public – State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____ of Trendmaker Homes, Inc., a Texas corporation, on behalf of said corporation.

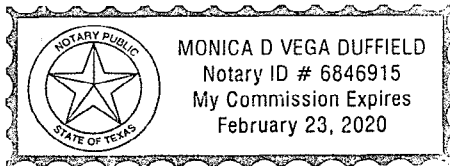
Notary Public – State of Texas

Lakes of Woodtrace Community Association, Inc.

By: [Signature]
Name: Robert Santini
Title: President

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18th day of April, 2017, by Robert Santini, President of the Lakes of Woodtrace Community Association, inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



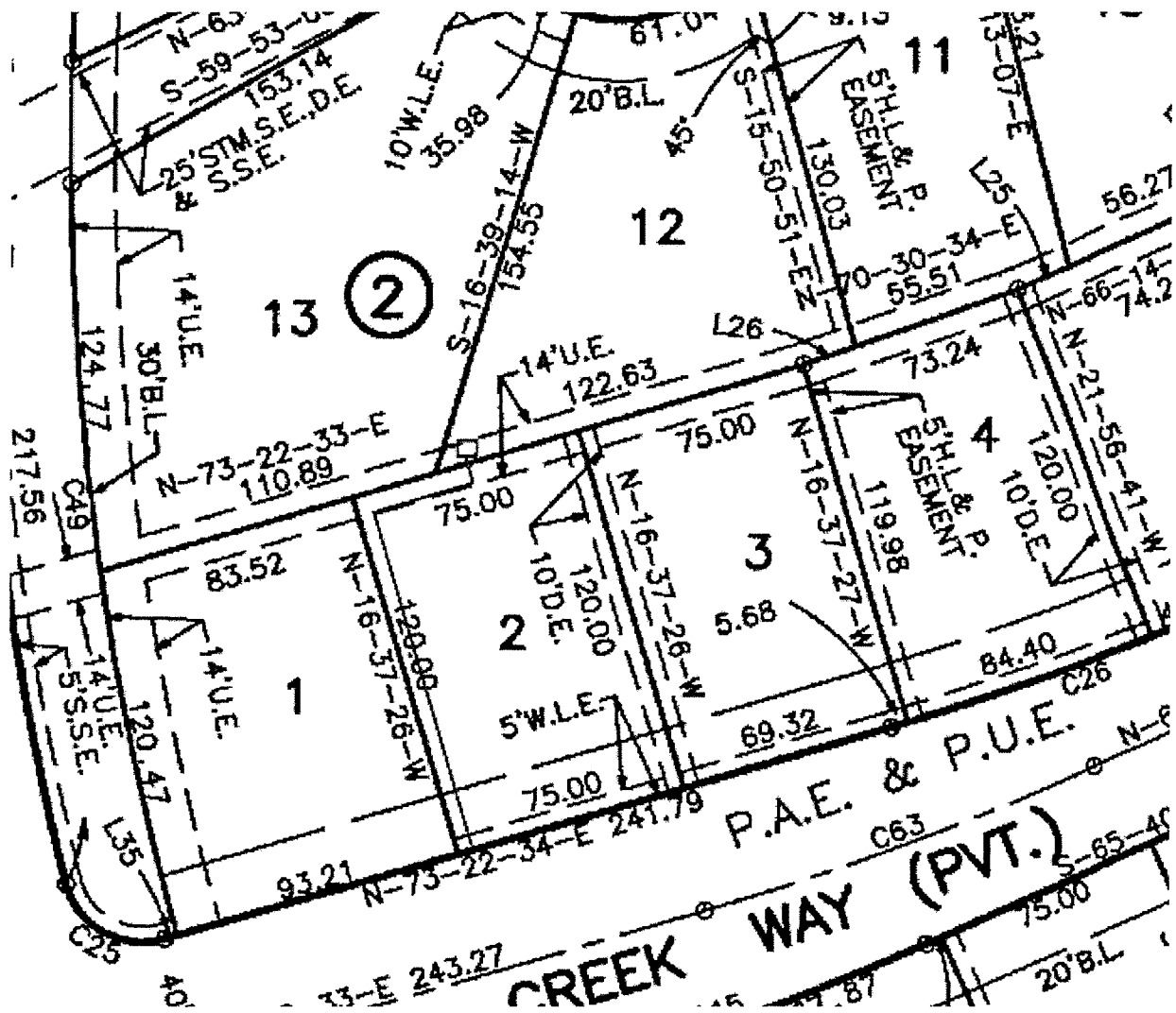
[Signature]
Notary Public – State of Texas

EXHIBIT A

Legal Description – Five Foot (5') Easement Tract

Beginning in the southwest corner of Lot 12, Block 2, Section 1 of Woodtrace, where such Lot 12 abuts Lot 2, Block 2, Section 1 of Woodtrace, on the north property line of such Lot 2, then crossing into such Lot 2 and turning west inside the 14' utility easement, running toward the west property line of Lot 2 and then turning and running south down the west property line until exiting Lot 2 into the Mill Creek Way road right of way, as more particularly depicted on Exhibit A-1 attached hereto.

Depiction of Easement Area



E-FILED FOR RECORD

04/19/2017 10:41AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

04/19/2017



County Clerk
Montgomery County, Texas