

EASMT
J

BULKHEAD EASEMENT AND MAINTENANCE OBLIGATIONS

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

This Bulkhead Easement and Maintenance Obligations (this "Bulkhead Easement") is made by Taylor Morrison of Texas, Inc., a Texas corporation, (the "Declarant") to be effective when recorded in the Official Public Records of Real Property in Harris County, Texas (the "Effective Date").

Declarant became the owner of certain real property by the Special Warranty Deed recorded under Clerk's File No. 20130332701 in the Official Public Records of Real Property of Harris County, Texas known as Stillwater on Lake Houston (the "Stillwater Subdivision", which term includes all real property encumbered by the Declaration, and all real property that may be annexed into the Stillwater Subdivision pursuant to the Declaration.).

Declarant is currently developing the Stillwater Subdivision as a single-family, residential use subdivision pursuant to the Declaration of Covenants, Conditions and Restrictions for Stillwater on Lake Houston, recorded under Clerk's File No. 20140553205 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration") subject to the jurisdiction of the Stillwater Community Association, Inc. (the "Association").

Declarant has currently platted the following two (2) sections of the Stillwater Subdivision:

Stillwater on Lake Houston Section One, according to the map or plat thereof, filed under Clerk's File No. 2013063660; and

Stillwater on Lake Houston Section Two, according to the map or plat thereof, filed under Clerk's File No. 20140369737.

Each platted lot or reserve in the Stillwater Subdivision that now exists or may exist in the future shall herein be referred to respectively as a "Lot" and "Reserve".

In order to maintain the integrity of the shoreline between the Stillwater Subdivision and Lake Houston, Declarant has or will cause to be constructed a bulkhead (together with all support systems or ancillary components thereof, collectively the "Bulkhead") on certain Lots and Reserves within the Stillwater Subdivision bordering Lake Houston, which Bulkhead shall affect such Lots and Reserves and the property adjoining same on either side (the "Affected Property") described in detail in Exhibits A and B attached hereto and incorporated herein by reference for all purposes.

Declarant desires to create the obligations regarding maintenance, repair and replacement of the Bulkhead for each Affected Owner (defined below) and to reserve for each Affected

1EE
NO NAME
SHOWN

ER 073-51-0852

Owner an easement upon, across, over, and under the property adjoining said Owner's property as necessary to perform these obligations under the terms and conditions herein.

Declarant currently owns all of the Affected Property; however, because Declarant will hereafter convey all or a portion of the Affected Property to third parties, the terms "Owner", "Affected Owner", and "Adjoining Owner" in this Bulkhead Easement, with respect to any Affected Property, refers to the record owner(s), from time to time, of such Affected Property or portion thereof.

NOW, THEREFORE, Declarant, as the owner of the Affected Property, does hereby impress upon the Affected Property the following covenants, easement, terms, and conditions herein set forth, which shall be binding on all parties, now and at anytime hereinafter having or claiming any right, title or interest in the Affected Property or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of, or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Affected Property.

1. Maintenance Obligations. The Bulkhead is being installed by or on behalf of Declarant for the benefit of the Affected Property. It is the intent of this Bulkhead Easement that Declarant has or will install the Bulkhead, and the Affected Owners will maintain, repair, and replace (if needed in the future) the portion of the Bulkhead located on their respective Lots or Reserves for the benefit of all of the Affected Property.

Each Affected Owner shall be responsible for maintaining, landscaping, cleaning, repairing, and replacing the portion of the Bulkhead located on their respective Lot or Tract, at the Owner's sole cost (the "Maintenance Obligation"). The Maintenance Obligation requires that the Affected Owner keep the Bulkhead as similar in appearance to its appearance as originally constructed as is reasonably possible, and to maintain its structural integrity as originally constructed.

Ad valorem taxes, insurance, and all other requirements or incidents of ownership associated with the portion of the Bulkhead located on an Affected Owner's respective Lot or Reserve shall be borne by the Affected Owner. Nothing herein shall (i) require that any Affected Owner be liable for any accidents, injury, loss or damage occurring on the property of any other Owner or (ii) impose any specific obligation or requirement with respect to the ownership, operation or maintenance or manner thereof, of the property owned by such party, except as expressly set forth herein.

2. Self-Help Upon Default of Obligation – Lots. If any Affected Owner of a Lot ("Defaulting Lot Owner") fails to meet the Maintenance Obligations for such owner's Lot and such condition continues for thirty (30) days after written notice from any other Affected Owner of a Lot ("Non-Defaulting Lot Owner"), the Non-Defaulting Lot Owner shall have the right to enter on the Lot of the Defaulting Lot Owner to perform the necessary repairs and to receive full reimbursement from the Defaulting Lot Owner for its share of the reasonable costs incurred in connection therewith immediately upon presentation of evidence of payment reasonably

express or implied, shall confer upon any person or entity other than the Affected Owners, their successors and assigns, any rights or remedies under or by reason of this Bulkhead Easement.

8. Waiver and Indemnification. EACH AFFECTED AND ADJACENT OWNER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER AFFECTED AND ADJACENT OWNERS, AS WELL AS THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DESIGNEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FROM ALL DAMAGES, LOSSES, CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND ARISING FROM DEATH, OR FOR LOSS, INJURY OR DAMAGE TO ANY PERSON OR PROPERTY, REGARDLESS OF WHETHER SUCH INJURY OR DAMAGE IS CAUSED IN PART BY THE NEGLIGENCE OF ANY SUCH OWNER IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS OR THE PERFORMANCE OF ANY OBLIGATIONS PURSUANT TO THIS BULKHEAD EASEMENT BY ANY SUCH OWNER, OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY SUCH OWNER, THEIR CONTRACTORS, AGENTS, OR PERSONS ACTING UNDER THEIR CONTROL, OR ANYONE FOR WHOSE ACTS SUCH OWNER MAY BE LIABLE ("CLAIMS"); AND WAIVES ANY CLAIMS AGAINST SUCH OWNER.

The indemnification provided for herein shall be a mutual indemnity, with each Affected or Adjoining Owner protecting the other in the event that its negligence, act, or omission causes injury or damage. In the event that any such injury or damage is the result of joint negligence, omission, or willful misconduct of any Owner, or persons operating under them as described above, then each such party's duty of indemnification shall be in proportion to its allocable share of such joint negligence, omission, or willful misconduct.

9. No Termination by Breach. No breach of this Bulkhead Easement shall entitle any party to cancel, rescind, or otherwise terminate this Bulkhead Easement; however, such limitation shall not affect, in any manner, any other rights or remedies which such party may have hereunder by reason of any such breach.

10. Transfers. This Bulkhead Easement and the rights granted and conveyed hereby shall be appurtenant to and perpetual on each Lot and shall be binding upon and inure to the benefit of each Affected Owner and their respective legal representatives, successors and assigns, tenants and all other persons or entities having or hereafter acquiring any right, title or interest in any Affected Property and all other persons and entities claiming by, through or under said Owners and their respective successors and assigns. Any transferee of any portion of the Affected Property shall automatically be deemed, by acceptance of the title to such property, to have assumed all of the obligations of this Bulkhead Easement relating thereto to the extent of its interest in its portion of such property, and shall execute any and all instruments and perform any and all actions reasonably required to carry out the intention of this Bulkhead Easement. Such transferor shall upon the completion of such transfer, be relieved of all further liability under this Bulkhead Easement thereafter accruing except, however, that such transferor shall not be relieved of any liability with respect to matters that may have arisen during the periods of its ownership of the portion of the Lot so transferred that remained unsatisfied at the time of such transfer.

11. Notice. Any notice, request, demand or other communication to be given to any Owner shall be in writing and shall be deemed to be delivered: (i) when received, if hand-delivered or by overnight courier service, or (ii) if sent by mail, two (2) days following deposit of

same in a U.S. Postal Service receptacle, postage prepaid, as registered or certified mail, return receipt requested.

Each Owner shall have the right to change its address for purpose of notice and also the right to designate one additional party to receive copies of all notices hereunder, by giving notice to the owners of Adjacent Property. Provided, however, notwithstanding anything contained herein to the contrary, that in order for such notice of address change to be effective it must actually be received.

12. Cumulative. All rights and remedies of the parties set forth in this Bulkhead Easement are cumulative, and shall be deemed to be in addition to any and all other rights and remedies to which any such party may be entitled at law or in equity, and shall include (without regard to the notice and cure provisions provided for above) the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Bulkhead Easement and to enforce specific performance of any such terms, covenants, or conditions.

13. No Partnership Intended. None of the terms or provisions of this Bulkhead Easement shall be deemed to create a partnership between the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner and no Owner shall have the right to act as an agent for any other Owner, unless expressly authorized to do so by separate written instrument signed by the Owner to be charged.

14. No Waiver. No failure of an Affected Owner to exercise any power given to such Affected Owner hereunder, or to insist upon strict compliance by any other Affected Owner to its obligations hereunder, and no custom or practice of the Affected Owners in variance with the terms hereof shall constitute a waiver of an Affected Owner's right to demand full compliance with the terms hereof.

15. No Waiver. Invalidation of any of the provisions contained in this Bulkhead Easement, or of the application thereof to any person or party by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or party and the same shall remain in full force and effect.

16. Amendment. The provisions of this Bulkhead Easement may be modified or amended in whole or in part only by an amendment in writing executed and acknowledged by all of the Affected Owners, duly recorded in the Official Public Records of Real Property of Harris County, Texas.

17. Choice of Law and Venue. The laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Bulkhead Easement. Venue for any action brought under this Bulkhead Easement shall be mandatory in Harris County, Texas.

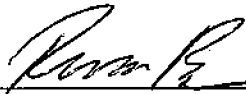
IN WITNESS WHEREOF, the undersigned Declarant has executed this Bulkhead Easement to be effective as of the Effective Date first set forth above.

SIGNED this the 28th day of August, 2015.

DECLARANT:

TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

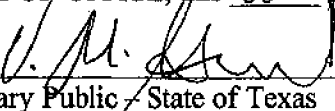
10R

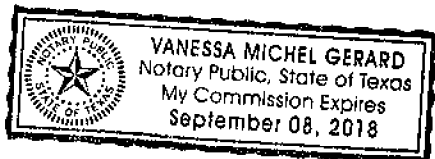
By: 
Name: Russell Bynum
Title: Vice President
Date: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Russell Bynum, the Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

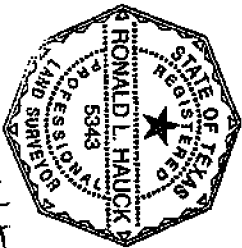
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of August, 2015.


Notary Public - State of Texas



1. BEARINGS SHOWN HEREON ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. A METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED WITH THIS EXHIBIT.



6/12/50

LEGEND	OF No.	PC. No.	HICOPRP	HOB	DOB
CLERK'S FILE NUMBER	FOUND 3/4" IRON ROD WITH				
CAMP STAMPED "COTTON SURVEYING"					
MAP CODE NUMBER	HARRIS COUNTY OFFICIAL PUBLIC				
RECORDS OF REAL PROPERTY	HARRIS COUNTY MAP RECORDS				
POINT OF BEGINNING					

REMAINDER OF A
CALLED 68.92 ACRES
TRACT 1
TAYLOR MORRISON OF TEXAS, INC.
SPECIAL WARRANTY DEED
OF NO. 20130332701
HCOPRRP

10' BULKHEAD EASEMENT
0.0748 ACRE

55 / 58
STILLWATER ON
LAKE HOUSTON
SEC 1
FC NO. 660016
HCMR

CALLED 28.4173 ACRES
 CITY OF HOUSTON
 WARRANTY DEED
 CF NO. K397306
 HCOPRPP

150-1

08

LINE	BEARING	DISTANCE
L1	N 42°04'29" E	13.57
L2	S 88°53'59" W	13.15
L3	N 39°04'46" E	140.39
L4	N 73°44'11" E	132.98
L5	S 38°06'46" E	45.81
L6	N 89°05'46" E	16.22
L7	S 03°53'26" W	10.03
L8	S 89°06'58" W	20.40
L9	N 38°06'45" W	43.81
L10	S 73°44'11" W	123.09
L11	S 39°04'46" W	128.72

NORTH
SCALE: 1" = 100'

EXHIBIT

A

Summary


EXHIBIT

**10' BULKHEAD EASEMENT
BEING
0.0748 ACRES**

VICTOR BLANCO SURVEY, A-2
HARRIS COUNTY, TEXAS
JUNE 2016



**COTTON SCREETING
COMPANY**
8791 New Davis Drive, Suite 205
The Woodlands, Texas 77381-4244
Office (281) 555-4639



a Jones & Carter Company
Austin • Beaumont • Bryan • Dallas • Houston
Rockenberg • San Antonio • The Woodlands
Texas Board of Professional Land Surveying
Registration No. 100463106

10-foot Bulkhead Easement
0.0748 Acres

Victor Blanco
Abstract Number 2

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES AND BOUNDS** description of a 0.0748 acre tract of land situated in the Victor Blanco Survey, Abstract Number 2 in Harris County, Texas, being out of and part of the remainder of a called 68.92 acre tract of land, known as Tract 1, conveyed to Taylor Morrison of Texas, Inc. by Special Warranty Deed filed for record under Clerk's File Number 20130332701 of the Harris County Official Public Records of Real Property; said 0.0748 acres being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING, at a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the southeast line of said 68.92 acres and the northwest line of a called 28.4173 acre tract of land conveyed to City of Houston by Warranty Deed filed for record under Clerk's File Number K397306 of the Harris County Official Public Records of real Property and for the east corner of Lot 58, Block 1 of Stillwater on Lake Houston, Sec 1 as sown on a plat filed for record under Film Code Number 660016 of the Harris County Map Records, from which a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") bears South 42°40'29" West, 113.37 feet;

THENCE, North 42°40'29" East, 536.074 feet along the southeast line of said 68.92 acres and the northwest line of said 28.4173 acres to the most southerly southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, South 88°33'59" West, 13.15 feet to a point for the southwest corner of the herein described tract;

THENCE, North 39°04'46" East, 140.39 feet to a point;

THENCE, North 73°44'11" East, 132.98 feet to a point for the north corner of the herein described tract;

THENCE, South 38°06'46" East, 45.61 feet to a point;

THENCE, North 89°05'58" East, 16.22 feet to a point for the northeast corner of the herein described tract;

THENCE, South 03°37'26" West, 10.03 feet to a point for the southeast corner of the herein described tract;

THENCE, South 89°05'58" West, 20.40 feet to a point;

THENCE, North 38°06'46" West, 43.81 feet to a point;

THENCE, South 73°44'11" West, 123.09 feet to a point;

D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100


ER 073-51-0858

10-foot Bulkhead Easement
0.0748 Acres


Victor Blanco
Abstract Number 2

THENCE, South 39°04'46" West, 128.72 feet to the POINT OF BEGINNING, CONTAINING 0.0748 acres of land in Harris County, Texas as shown on drawing number 3552.

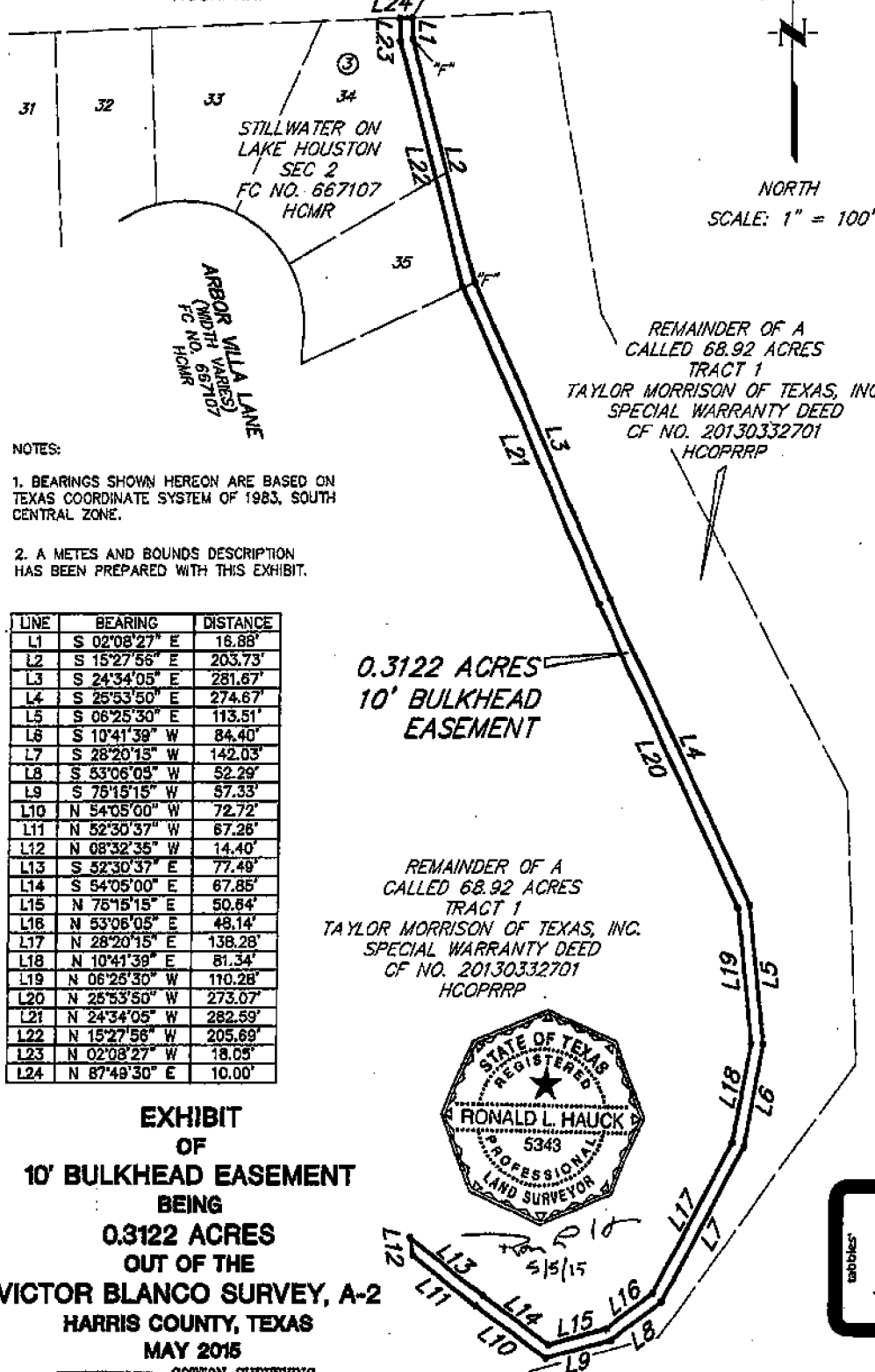
Cotton Surveying Company
8701 New Trails Drive, Suite 200
The Woodlands, TX 77381-4241
(281) 363-4039


Acting By/Through Ronald L. Hauck
Registered Professional Land Surveyor
No. 5343
RHauck@jonescarter.com
Texas Board of Professional Land Surveying
Registration No. 10046106




6/12/15

CALLED 3.7298 ACRES
CLARENCE WISENBAKER
GENERAL WARRANTY DEED
CF NO. 20100158505
HCOPRRP



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

2. A METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED WITH THIS EXHIBIT.

LINE	BEARING	DISTANCE
L1	S 02°08'27" E	16.88'
L2	S 15°27'56" E	203.73'
L3	S 24°34'05" E	281.67'
L4	S 25°53'50" E	274.67'
L5	S 06°25'30" E	113.51'
L6	S 10°41'39" W	84.40'
L7	S 28°20'15" W	142.03'
L8	S 53°06'05" W	52.29'
L9	S 76°15'15" W	57.33'
L10	N 54°05'00" W	72.72'
L11	N 52°30'37" W	67.28'
L12	N 08°32'35" W	14.40'
L13	S 52°30'37" E	77.49'
L14	S 54°05'00" E	67.85'
L15	N 76°15'15" E	50.64'
L16	N 53°06'05" E	48.14'
L17	N 28°20'15" E	138.28'
L18	N 10°41'39" E	81.34'
L19	N 06°25'30" W	110.28'
L20	N 25°53'50" W	273.07'
L21	N 24°34'05" W	282.59'
L22	N 15°27'56" W	205.69'
L23	N 02°08'27" W	18.05'
L24	N 87°49'30" E	10.00'

EXHIBIT
OF
10' BULKHEAD EASEMENT
BEING
0.3122 ACRES
OUT OF THE
VICTOR BLANCO SURVEY, A-2
HARRIS COUNTY, TEXAS
MAY 2015



COTTON SURVEYING
COMPANY
8701 New Trails Drive, Suite 200
The Woodlands, Texas 77381-4241
Office (281) 363-4039

a Jones & Carter Company
Austin • Brenham • Bryan • Dallas • Houston
Rosenberg • San Antonio • The Woodlands
Texas Board of Professional Land Surveying
Registration No. 10046106



LEGEND
CF No.
"F"
FC No.
HCOPRRP
HCMR
POB

CLERK'S FILE NUMBER
FOUND 3/4" IRON ROD WITH
CAP STAMPED ("COTTON SURVEYING")
FILM CODE NUMBER
HARRIS COUNTY OFFICIAL PUBLIC
RECORDS OF REAL PROPERTY
HARRIS COUNTY MAP RECORDS
POINT OF BEGINNING

EXHIBIT

B

10-foot Bulkhead Easement
0.3122 Acres

Victor Blanco
Abstract Number 2

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES AND BOUNDS** description of a 0.3122 acre tract of land situated in the Victor Blanco Survey, Abstract Number 2 in Harris County, Texas, being out of and part of the remainder of a called 68.92 acre tract of land, known as Tract 1, conveyed to Taylor Morrison of Texas, Inc. by Special Warranty Deed filed for record under Clerk's File Number 20130332701 of the Harris County Official Public Records of Real Property and being out of and part of Lots 34 and 35, Block 3 of Stillwater on Lake Houston, Sec 2 as shown on a plat filed for record under Film Code Number 667107 of the Harris County Map Records; said 0.3122 acres being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING, at a found 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north line of said 68.92 acres and the south line of a called 3.7298 acres conveyed to Clarence Wisenbaker by General Warranty Deed filed for record under Clerk's File Number 20100158505 of the Harris County Official Public Records of Real Property, for the northeast corner of said Lot 34, same being the northeast corner of the herein described tract;

THENCE, South 02°08'27" East, 16.88 feet along an east line of said Lot 34 to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 15°27'56" East, 203.73 feet continuing along an east line of said Lot 34 and the east line of said Lot 35 to a found 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 24°34'05" East, 281.67 feet to a point;

THENCE, South 25°53'50" East, 274.67 feet to a point;

THENCE, South 06°25'30" East, 113.51 feet to a point;

THENCE, South 10°41'39" West, 84.40 feet to a point;

THENCE, South 28°20'15" West, 142.03 feet to a point;

THENCE, South 53°06'05" West, 52.29 feet to a point;

THENCE, South 75°15'15" West, 57.33 feet to a point;

THENCE, North 54°05'00" West, 72.72 feet to a point;

THENCE, North 52°30'37" West, 67.26 feet to a point for a west corner of the herein described tract;

THENCE, North 08°32'35" West, 14.40 feet to a point for a west corner of the herein described tract;

THENCE, South 52°30'37" East, 77.49 feet to a point;

THENCE, South 54°05'00" East, 67.85 feet to a point;

ER 073-51-0861

10-foot Bulkhead Easement
0.3122 Acres

Victor Blanco
Abstract Number 2

THENCE, North 75°15'15" East, 50.64 feet to a point;

THENCE, North 53°06'05" East, 48.14 feet to a point;

THENCE, North 28°20'15" East, 138.28 feet to a point;

THENCE, North 10°41'39" East, 81.34 feet to a point;

THENCE, North 06°25'30" West, 110.28 feet to a point;

THENCE, North 25°53'50" West, 273.07 feet to a point;


THENCE, North 24°34'05" West, 282.59 feet to a point;

THENCE, North 15°27'56" West, 205.69 feet over and across said Lot 35 and said Lot 34 to a point;

THENCE, North 02°08'27" West, 18.05 feet to a point in the north line of said Lot 34 and the south line of said 3.7298 acres for the northwest corner of the herein described tract;

THENCE, North 87°49'30" East, 10.00 feet along the north line of said Lot 34 and the south line of said 3.7298 acres to the **POINT OF BEGINNING, CONTAINING 0.3122 acres** of land in Harris County, Texas as shown on drawing number 3551.

Cotton Surveying Company
8701 New Trails Drive, Suite 200
The Woodlands, TX 77381-4241
(281) 363-4039


Acting By/Through Ronald L. Hauck
Registered Professional Land Surveyor
No. 5343
RHauck@jonescarter.com
Texas Board of Professional Land Surveying
Registration No. 10046106



5/5/15

20150395413
Pages 12
08/31/2015 02:09 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$56.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or 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
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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

ER 073-51-0863