

MID-SOUTH SYNERGY
MID-SOUTH ELECTRIC
COOPERATIVE ASSOCIATION

Service to Gicor Inc
Ticket # 266873

ELECTRIC LINE EASEMENT
AND RIGHT-OF-WAY
(Blanket Individual)

2005-043197

STATE OF TEXAS
COUNTY OF MONTGOMERY

DATE: 3-4, 2005.

GRANTOR: MEMO EXPRESS LLC.
955 E St Charles St
Brownsville TX 78522

GUARANTEE: MID-SOUTH ELECTRIC COOPERATIVE ASSOCIATION, dba MID-SOUTH SYNERGY
P.O. Box 970
Navasota, Grimes County, Texas 77868 (return recorded easement to this address)

CONSIDERATION: The provision of electrical service and/or other benefits in urging to GRANTOR and/or TEN AND NO/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is deemed valuable to GRANTOR and is hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT: The EASEMENT is located upon, over, across, and/or under a tract of land described as follows (check one)

Blanket Easement
Blanket Easement
 Platted Property
Lot(s) _____, in Block _____, Addition, a subdivision in the
City of _____, (cross out "city of" if property is not within city limits), _____
County, Texas according to the map or plat thereof recorded in the Plat Records of such County.

Unplatted Property
5.192 Acres of land, more or less, out of the Wm Atkins Survey in Montgomery
County, Texas as more fully described in an instrument recorded in Volume _____, Page _____ of the
Records of _____ County, Texas. (Confirm volume/page of vesting deed).

2004-117325
693-10-0082
Upon location by GRANTEE of its transmission/distribution lines, poles, and/or other facilities on the tract of land described above, the EASEMENT herein granted shall be limited it that portion of the tract of land described above ten (10) feet in all directions of GRANTEE's lines, poles, guys, anchors, or other facilities on the tract of land described above. The appropriate location of the EASEMENT is shown on the attached sketch, if any. The EASEMENT shall include the use of so much of the subsurface below and air space above as may be needed for the PURPOSE herein stated. This EASEMENT shall also include such portions of adjoining property owned by Grantor as is necessary for the PURPOSE stated below.

PROJECT: Electric transmission and/or electric distribution line or lines, consisting of variable number and sizes of wires, cables, poles, towers, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, transformers, guy wires, anchorages and other facilities whether made of wood, metal, or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby GRANTS, SELLS, and CONVEYS to GRANTEE as EASEMENT appurtenant and Right-of-Way in, upon, and across the tract of land described herein, together with all and singular the rights and appurtenances thereto in any wise belonging. TO HAVE AND HOLD the EASEMENT to GRANTEE and GRANTEE's successors and assign forever. GRANTOR also grants to GRANTEE the right and authority to license permit, or otherwise agree to the joint use or occupancy of the line, system, or facilities by any person or entity for electrification, telephone, telegraph, television, data transmission, or other similar purposes.

PURPOSE: The EASEMENT, right and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size of nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the PROJECT or any part of the PROJECT, and making connections there with, and to under take the same for any of the other joint uses authorized herein. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights, and privileges granted herein for any use directly related to the PROJECT or financing of the PROJECT, including, but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for the use in erecting or repairing the PROJECT. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT, or any thereof.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT for the above stated PURPOSE and any joint use. GRANTEE shall also have the right to ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. GRANTEE shall have the right to use such portion of the property along and adjacent to the EASEMENT and right-of-way as may be reasonably necessary in connect on with the construction, reconstruction, repair, or other PURPOSE relating to the PROJECT, or any part thereof.

TERM: The EASEMENT and access rights granted herein, as well as the covenants made herein, shall be appurtenant to the land, unless abandoned by the GRANTEE for a period of 10 consecutives years.

TRESS/SHRUBS: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT or otherwise necessary to realize the PURPOSE herein stated. Reasonable Notice shall be given in advance of the use of herbicides and GRANTOR may remove vegetation prior to treatment with herbicides, if desired.

STRUTURES/OBSTRUCTIONS: GRANTOR shall not construct or locate on the EASEMENT any structure, obstruction, and GRANTOR agrees to pay GRANTEE the reasonable cost of such removal, including court costs and attorney's fees incurred by GRANTEE should suit be brought to enforce this provision. This provision shall be a covenant running with the land for the benefit of GRANTEE.

DEMGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for all damages for the initial construction and all operation and maintenance of the PROJECT as well as all damages, if is any, to GRANTOR's rights properly which may occur in the future after the original construction of the PROJECT, directly resulting from GRANTEE's exercise of any rights for the PURPOSE granted. GRANTEE shall not be liable for damages caused by keeping the EASEMENT clear of trees, undergrowth, brush, and obstructions.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned b GRANTOR, in on, and under the EASEMENT, provided that GANTOR shall not be permitted to, and shall not allow any party to drill or excavate for minerals on or from the surface of the EASEMENT, but GRANTOR may extract oil, gas, or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT or any part thereof.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances, and equipment installed upon the EASEMENT shall at all times remain the property of the GRANTEE and is removable at the option of the GRANTEE.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTOR and GRANTEE, and their respective heirs, personal representatives, successors, and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, contractors, and authorized agents of GRANTEE.

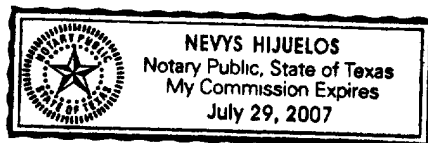
WARRANTY: GRANTOR WARRANTS AND SHALL FOREVER DEFEND the EASEMENT to GRANTEE against anyone lawfully claiming or to the EASEMENT or any part thereof.

Recording Information:

GRANTOR:
Guillermo Rico
Guillermo Rico

STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 20 day of February, 2005, By Guillermo Rico,



[Signature]
Notary Public, State of Texas

2004-117325

SPECIAL WARRANTY DEED**Date:** May 10, 2004**Grantor:** EL LAGO CONDOS, L.L.C., a Texas Limited Liability Company**Grantor's Mailing Address** (including county):8866 Gulf Freeway, Ste 430, Houston, TX 77017
Harris County**Grantee:** MEMO EXPRESS, L.L.C., a Texas Limited Liability Company**Grantee's Mailing Address** (including County):955 E. St. Charles Street, Brownsville, Texas 78520
Cameron County**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.**Property** (including any improvements):

Being a 5.692 acre tract of land in the William Atkins Survey, Abstract No. 3, Montgomery County, Texas; being out of Colony Place, a Condominium Project recorded in Cabinet 1, Sheet 84-A of the Condominium Map Records of Montgomery County, Texas; said property being more particularly described in EXHIBIT A attached hereto and made a part hereof for all purposes.

Reservations From And Exceptions to Conveyance And Warranty:

This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, leases, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in Montgomery County, Texas; together with any and all visible and apparent easements, to include but not limited to, easements for roadways on or across the land.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through or under Grantor.

When the context requires, singular nouns and pronouns include the plural.

EL LAGO CONDOS, L.L.C.

By: 

TOM GRAY, Member/Manager

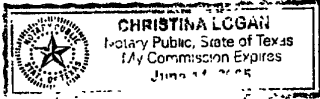
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF CAMERON)

This instrument was acknowledged before me on the 7th day of October, 2004, by TOM GRAY, in his capacity as Member/Manager of EL LAGO CONDOS, L.L.C., a Texas Limited Liability Company, on behalf of said company.

Christina Logan

Notary Public, State of Texas
My Commission Expires: 6-14-05



AFTER RECORDING RETURN TO:

Dennis Sanchez
100 North Expressway 83
Brownsville, TX 78521

PREPARED IN THE LAW OFFICES OF:

SANCHEZ, WHITTINGTON & JANIS
& ZABARTE, L.L.P.

EXHIBIT <u>A</u>

Being a 5.692 acre tract of land in the William Atkins Survey, Abstract No. 3, Montgomery County, Texas; being out of Colony Place, a condominium project recorded in Cabinet I, Sheet 84-A of the Condominium Map Records of Montgomery County, Texas; said 5.692 acres of land being more particularly described as follows:

Beginning at a 5/8 inch iron rod found (disturbed) on the north line of State Highway 105 (right-of-way varies) being the southeast corner of said Colony Place Condominiums;

Thence, North 62 deg. 49 min. 00 sec. West, 344.59 feet along the said northline of State Highway 105 to a point for corner;

Thence, North 27 deg. 00 min. 15 sec. East, 64.95 feet to a point for corner;

Thence, South 69 deg. 52 min. 12 sec. East, 144.81 feet to a point for corner;

Thence, North 27 deg. 25 min. 01 sec. East, 35.72 feet to a point for corner;

Thence, North 09 deg. 07 min. 09 sec. East, 185.79 feet to a point for corner;

Thence, North 09 deg. 16 min. 48 sec. East, 225.06 feet to a point for corner;

Thence, North 64 deg. 19 min. 53 sec. West, 138.28 feet to a point for corner;

Thence, South 61 deg. 50 min. 10 sec. West, 170.15 feet to a point for corner;

Thence, South 19 deg. 35 min. 28 sec. West, 26.37 feet to a point for corner;

Thence, South 23 deg. 59 min. 45 sec. East, 57.87 feet to a point for corner;

Thence, South 83 deg. 07 min. 51 sec. West, 110.42 feet to a point for corner;

Thence, North 73 deg. 12 min. 48 sec. West, 32.20 feet to a point for corner;

Thence, South 36 deg. 23 min. 03 sec. West, 45.85 feet to a point for corner;

Thence, South 09 deg. 57 min. 55 sec. East, 187.60 feet to a point for corner;

Thence, South 21 deg. 22 min. 57 sec. West, 39.16 feet to a point in the said north line of State Highway 105;

Thence, North 63 deg. 24 min. 29 sec. West, 112.52 feet along said north line of State Highway 105 to a 1/2 inch iron rod found;

Thence, North 27 deg. 22 min. 50 sec. East, 61.85 feet to a 1-1/4 inch iron pipe found;

Thence, North 08 deg. 31 min. 40 sec. West, 126.11 feet to a point for corner;

Thence, North 22 deg. 09 min. 04 sec. East, 282.76 feet to a point for corner;

Thence, North 71 deg. 33 min. 00 sec. East, 76.72 feet to a 1/2 inch iron rod found;

Thence, North 65 deg. 29 min. 23 sec. East, 181.33 feet to a point for corner;

Thence, North 82 deg. 01 min. 59 sec. East, 185.33 feet to a 1/2 inch iron rod found;

Thence, South 01 deg. 52 min. 59 sec. East, 82.67 feet to a 1/2 inch iron rod found;

Thence, South 79 deg. 05 min. 05 sec. East, 31.77 feet to a 1/2 inch iron rod found at the northwest corner of April Villas as recorded in Cabinet G Sheets 19a and 19b of the Montgomery County Map Records;

Thence, in the southerly direction along the west line of said April Villas, the following three courses and distances:

- 1 South 19 deg. 30 min. 14 sec. East, 53.21 feet to a point for corner;
- 2 South 07 deg. 00 min. 21 sec. West, 338.96 feet to a 1/2 inch iron rod found;
- 3 South 07 deg. 10 min. 32 sec. West, 457.52 feet to the POINT OF BEGINNING; containing 5.692 acres of land in Montgomery County, Texas.

RECORDS 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 blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2005 APR 27 AM 11:44

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify 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 at Montgomery County, Texas.

APR 27 2005



Mark Turnbull

County Clerk
Montgomery County, Texas

RECORDS 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 blackouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2004 OCT 19 PM 2:57

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify 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 at Montgomery County, Texas.

OCT 19 2004



Mark Turnbull

County Clerk
Montgomery County, Texas