.U**1**2999<u>1</u>

-66-3283

DEED OF GIFT

12/16/99 101219682 0129991

\$39.00

<u>Date</u>

December 16, 1999

Grantor

Exxon Land Development, inc., an Arizona corporation duly authorized to do business in the State of Texas, acting by Lennar . Homes of Texas Land and Construction, Ltd., a Texas limited partnership, as Attorney-in-Fact.

Grantor's Mailing Address

550 Greens Parkway, Suite 100 Houston, Texas 77067-4256

Grantee Inwood Park Community Association, Inc.

Grantee's Mailing Address

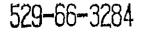
c/o Association Management Inc. 9575 Katy Freeway, Suite 130 Houston, Texas 77024

Property [Value]

Those certain tracts or parcels of land located in Harris County, Texas, and described in Exhibit "A" attached.

Matters Affecting Conveyance and Warranty:

- 1. This conveyance is a gift by Grantor to Grantee, and the consideration for the conveyance shall be the mutual benefits derived by each party from this conveyance and Grantee's adherence to the requirements to the terms of the grant.
- 2. This conveyance is subject to all matters of record in Harris County, Texas, validly subsisting against and affecting the Property on this date. The entire mineral estate in the Property has been reserved by Grantor's predecessors in title.
- 3. Grantor reserves, together with the right of assignment in whole or in part, multiple easements on, along and across the Property for utility lines and for drainage.
- 4. Grantor shall have the right, but not the obligation, to build and construct additional recreational facilities on the Property or to place additional recreational facilities, all without Grantee's consent. Upon completion and installation of these facilities, the facilities shall, if Grantor elects, become Grantee's property.



- 5. The Property shall be used solely as greenbelts, parks, playgrounds and recreational and open space and for related activities and for no other purposes; provided, however, that this use restriction shall in no manner diminish the rights that Grantor has reserved in this Deed.
- 6. Grantor reserves, together with the right of assignment in whole or in part, a non-exclusive easement on and over the Property and the right of free ingress and egress for access to the Property for the enjoyment and use of the Property for the purposes to which it is restricted by the terms of this Deed and dedicates a non-exclusive easement for these purposes to all present and future property owners within Grantee's jurisdiction. This right of free ingress and egress may be subject to reasonable rules and regulations imposed by Grantee.
- 7. Neither Grantee nor its successors or assigns shall alter, change, remove or demolish existing, or future, improvements and recreational facilities located on the Property without Grantor's prior written consent. Neither shall Grantee or its successors or assigns place, erect, build, repair or remove any recreational facilities or other buildings or improvements on the Property until the design, construction, repair, change, removal plans and specifications and a plan showing the location of each structure, improvement or recreational facility has been submitted to and approved in writing by Grantor. This review shall include, but not be limited to, quality of materials, harmony of design with existing and proposed improvements and recreational facilities and location with respect to boundary lines of the Property.
- 8. The Property and all improvements on the Property shall be kept at all times in a sanitary, healthful and attractive condition with all weeds, grass and underbrush cut. No portion of the Property or the improvements shall be used for the exterior storage of materials or equipment without screening of the materials or equipment, nor shall any trees be cut, fell or removed from the Property except for diseased or dying trees without Grantor's prior written consent.
- 9. The Property and improvements shall not be transferred to or received by any individual or corporation, but shall, in the event or dissolution or surrender of Grantee's non-profit corporation status, by termination of its existence or otherwise, pursuant to a lawful plan, be transferred or set over one or more non-profit corporations, trusts, societies or organizations engaged in activities substantially similar to the purposes stated in Grantee's articles of incorporation as filed with the Secretary of State of the State of Texas.

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the effect of confirming or recognizing the validity of any instrument or right which had, on or immediately prior to this date, expired or lapsed by its terms or otherwise.

# 529-66-3285

The reservations, conditions, covenants, exceptions and restrictions set out in this Deed of Gift and the obligations that are the undertakings of Grantee and its successors and assigns recited in this Deed of Gift shall be covenants running with the land and shall be binding on Grantee and its successors and assigns.

Grantor, for the consideration and subject to the reservations, conditions, exceptions and other matters set out in this Deed of Gift, including the Matters Affecting Conveyance and Warranty, gives, grants and conveys the Property to Grantee, together with all in singular the rights and appurtenances thereto and any wise belonging, to have and to hold unto Grantee, and Grantee's successors and assigns for as long as the conditions of this Deed of Gift are satisfied. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and to Grantee's- successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Matters Affecting Conveyance and Warranty, when the claims are by, through and under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns shall include the plural. Titles used in this Deed are used for convenience only and shall not limit or affect the content.

Grantee has executed this Deed of Gift for purposes of acknowledging acceptance of this instrument and to evidence its assent to the terms and provisions of the instrument.

EXXON LAND DEVELOPMENT, INC., an Arizona corporation,

By: Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership as Attorney-in-Fact

By: Lennar Homes Holding Company, a Texas corporation, its General Partner

Stunia. Vice P resident Joseph L.

INWOOD PARK COMMUNITY ASSOCIATION\_INC? By Tim Fitzpatri President



STATE OF TEXAS

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This instrument was acknowledged before me on <u>December 15</u>, 1999, by Joseph L. Stunja, Vice President of Lennar Texas Holding Company, a Texas corporation, its General Partner, acting under Power of Attorney for EXXON LAND DEVELOPMENT, INC., an Arizona corporation.



Notary I exas

STATE OF TEXAS § COUNTY OF HARRIS §

This instrument was acknowledged before me on <u>December</u> 15, 1999, by Tim Fitzpatrick, President of INWOOD PARK COMMUNITY ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas

T639

529-66-3287

#### NOTICE TO PURCHASER

The real property, described below, which you are about to purchase is located in Harris County Municipal Utility District No. 354. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$1.00 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$N/A on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which has been or may, at this date, be issued is \$32,300,000 plus refunding authorization, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$14,420,000.

The district also has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary or drainage facilities and service available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$0.00. An unpaid standby fee Is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is described in the attached Exhibit "A".

EXXON LAND DEVELOPMENT, INC., an Arizona corporation,

By: Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership as Attorney-in-Fact

By: Lennar Homes Holding Company, a Texas corporation, its General Partner

Bv: Stunja, Vice(President Joseph December 15 999 Date

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## 529-66-3288

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of the purchase of the real property.

INWOOD PARK COMMUNITY ASSOCIATION, INC. President l'im Fitzpatriek.

"(Note: Correct district name, tax rate, bond amount, standby fee amount and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of debt service tax, if any, is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, 'the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative or person acting on his behalf may modify the notice by substitution of the words 'January 1, 19...' for the words 'this date' and place the correct calendar year in the appropriate space.)"

529-66-3289

STATE OF TEXAS	§
	. §
COUNTY OF HARRIS	§

This instrument was acknowledged before me on <u>December</u> <u>(5</u>, 1999, by Joseph L. Stunja, Vice President of Lennar Texas Holding Company, a Texas corporation, its General Partner, acting under Power of Attorney for EXXON LAND DEVELOPMENT, INC., an Arizona corporation.



State of Texas Notary Rublid,

### STATE OF TEXAS § SCOUNTY OF HARRIS §

This instrument was acknowledged before me on <u>December</u> 16, 1999, by Tim Fitzpatrick, President of INWOOD PARK COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



Notary Rublic, State of Texas

T639b

EXHIBIT "A" page 1 of 3

Trails of Fairfield Section One Pipeline Reserve South of Maple Village Drive 3.0778 Acres 529-66-3290 J.W. Moody Survey Abstract No. 547

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES AND BOUNDS description of a certain 3.0778 acre tract of land situated in () the J.W. Moody Survey, Abstract No. 547, Harris County, Texas, being a portion of Trails of Fairfield Section One, plat of which is recorded in Film Code number 397115 of the Harris County Map Records; said 3.0778 acre tract of land being more particularly described as follows with all bearings based on a record call of South 02°15'27" East along the east line of Trails of Fairfield Section One:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "Cotton Surveying" in the west line of a 117.44 acre tract of land recorded in Volume 2462, Page 619 recorded in Harris County Deed Records, said iron rod located at the southeast corner of said Trails of Fairfield Section One being in the north line of Edworthy Road (60 foot wide);

THENCE, South 87°37'26" West, 131.00 feet along the north right-of-way line of said Edworthy Road to a found 5/8-inch iron rod for corner in the east line of Fairfield Inwood Park Section 5, plat of which is recorded in Clerk's File P803428 of the Harris County Official Public Records of Real Property;

THENCE, North 02°15'27" West, along said east line of said Fairfield Inwood Park Section Five, 132.97 feet to a found 5/8-inch iron rod for corner;

THENCE, North 40°38'00" West, continuing along a northeast line of Fairfield Inwood Park Section Five, 838.33 feet to a found 5/8-inch iron rod in the south line of Maple Village Drive (60 foot wide);

THENCE, North 36°59'52" East, along the south line of said Maple Village Drive, 78.24 feet to a found 1-inch iron pipe with cap stamped "Cotton Surveying", beginning a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 270.00 feet, a central angle of 11°27'59", an arc length of 54.03 feet and a long chord bearing North 42°43'43" East, 53.94 feet to a found 5/8-inch iron rod being the west corner of Block 3 of said Trails of Fairfield Section One.;

THENCE, South 40°38'00" East, along the southwest line of said Block 3 of Trails of Fairfield Section One, 908.18 feet to a found 5/8-inch iron rod in the east line of said Trails of Fairfield Section One, being common with the west line of a 117.44 acre tract of land recorded in Volume 2462, Page 619 of the Harris County Deed Records;

THENCE, South 02°15'27" East, along said common line, 176.67 feet to the **POINT OF BEGINNING, CONTAINING** 3.0778 acres of land in Harris County, Texas.

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Title Data, Inc. RG

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529-66-3291

## EXHIBIT "A" page <u>2</u> of <u>3</u>

J.W. Moody Survey Abstract No. 547

Trails of Fairfield Section One Pipeline Reserve North of Maple Village Drive 0.9400 Acre

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES AND BOUNDS description of a certain 0.9400 acre tract situated in the J.W. Moody Survey, Abstract No. 547, Harris County, Texas, being a portion of Trails of Fairfield Section One, plat of which is recorded in Film Code No. 397115 of the Harris County Map Records; said 0.9400 acre tract of land being more particularly described as follows with all bearings based on a record call of South 02°15'27" East, along the east line of said Trails of Fairfield Section One;

**BEGINNING** at a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") at the northwest corner of said Trails of Fairfield Section One, being in the northeast line of Lakes of Fairfield Section One, plat of which is recorded in Film Code No. 386110 of the Harris County Map Records;

THENCE, North 49°22'01" East, along the northwest line of Trails of Fairfield Section One, being common with the southeast line of Trails of Fairfield Section Four, plat of which is recorded in Clerk's File No. 413008 of the Harris County Map Records, 80.00 feet to a found 5/8-inch iron rod with cap stamped "Cotton Surveying" for corner in the southwest line of Block 1 of said Trails of Fairfield Section One;

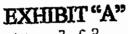
THENCE, in a southeasterly direction along the southwest line of said Block 1, of Trails of Fairfield Section One the following three (3) courses and distances:

- 1. South 40°39'43" East, 121.15 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- 2. South 41°27'17" East, 201.81 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- South 40°38'00" East, 185.08 feet to a found 5/8-inch iron prod (with cap stamped "Cotton Surveying") in the northwest line of Maple Village Drive(called 60' right of way), beginning a non-tangent curve to the left;

THENCE, in a southwesterly direction along the northwest line of Maple Village Drive, along the arc of said curve to the left having a radius of 330.00 feet, a central angle of 11°37'43", an arc length of 66.98 feet and a long chord bearing South 42°48'44" West, 66.87 feet to a found 1-inch iron pipe (with cap stamped "Cotton Surveying");

THENCE, South 36°59'52" East, along the northwest line of said Maple Village Drive, 13.91 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the southwest line of said Trails of Fairfield Section One, being common with the northeast Block 1 line of said Lakes of Fairfield Section One;

529-66-3292



page 3 of 3

J.W. Moody Survey Abstract No. 547

Trails of Fairfield Section One Pipeline Reserve North of Maple Village Drive 0.9400 Acre

THENCE, along the common line of said Lakes of Fairfield Section One and Trails of Fairfield Section One, the following three (3) courses and distances:

- North 40°38'00" West, 195.11 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- 2. North 41°27'04" West, 201.93 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- 3. North 40°39'46" West, 121.61 feet to the **POINT OF BEGINNING**, **CONTAINING** 0.9400 acre of land in Harris County, Texas.

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529-66-3293

#### NOTICE TO PURCHASER

The real property, described below, which you are about to purchase is located in Harris County Water & Improvement District No. 155. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.50 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$N/A on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which has been or may, at this date, be issued is \$24,725,000 plus refunding authorization, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$14,435,000.

The district also has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary or drainage facilities and service available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

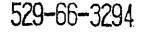
The purpose of this district is to provide water, sewer, drainage or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is described in the attached Exhibit "A".

EXXON LAND DEVELOPMENT, INC., an Arizona corporation,

By: Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership as Attorney-in-Fact

By: Lennar Homes Holding Company, a Texas corporation, its General Partner

By President cember Date



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PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of the purchase of the real property.

INWOOD PARK COMMUNITY ASSOCIATION, INC. By řím Fitzpatrick. esident Date

"(Note: Correct district name, tax rate, bond amount, standby fee amount and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of debt service tax, if any, is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative or person acting on his behalf may modify the notice by substitution of the words 'January 1, 19\_\_' for the words 'this date' and place the correct calendar year in the appropriate space.)"

529-66-3295

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STATE OF TEXAS § SCOUNTY OF HARRIS §

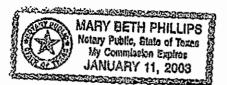
This instrument was acknowledged before me on <u>December</u> 15, 1999, by Joseph L. Stunja, Vice President of Lennar Texas Holding Company, a Texas corporation, its General Partner, acting under Power of Attorney for EXXON LAND DEVELOPMENT, INC., an Arizona corporation.



Notary Public, State of Texas

#### STATE OF TEXAS § S COUNTY OF HARRIS §

This instrument was acknowledged before me on <u>December</u> 15, 1999, by Tim Fitzpatrick, President of INWOOD PARK COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public, State of Texas

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EXHIBIT "A" page 1 げろ

Trails of Fairfield Section One Pipeline Reserve South of Maple Village Drive 3.0778 Acres 529-66-3296 J.W. Moody Survey Abstract No. 547

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES AND BOUNDS description of a certain 3.0778 acre tract of land situated in the J.W. Moody Survey, Abstract No. 547, Harris County, Texas, being a portion of Trails of Fairfield Section One, plat of which is recorded in Film Code number 397115 of the Harris County Map Records; said 3.0778 acre tract of land being more particularly described as follows with all bearings based on a record call of South 02°15'27" East along the east line of Trails of Fairfield Section One:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "Cotton Surveying" in the west line of a 117.44 acre tract of land recorded in Volume 2462, Page 619 recorded in Harris County Deed Records, said iron rod located at the southeast corner of said Trails of Fairfield Section One being in the north line of Edworthy Road (60 foot wide);

THENCE, South 87°37'26" West, 131.00 feet along the north right-of-way line of said Edworthy Road to a found 5/8-inch iron rod for corner in the east line of Fairfield Inwood Park Section 5, plat of which is recorded in Clerk's File P803428 of the Harris County Official Public Records of Real Property;

THENCE, North 02°15'27" West, along said east line of said Fairfield Inwood Park Section Five, 132.97 feet to a found 5/8-inch iron rod for corner;

THENCE, North 40°38'00" West, continuing along a northeast line of Fairfield Inwood Park Section Five, 838.33 feet to a found 5/8-inch iron rod in the south line of Maple Village Drive (60 foot wide);

THENCE, North 36°59'52" East, along the south line of said Maple Village Drive, 78.24 feet to a found 1-inch iron pipe with cap stamped "Cotton Surveying", beginning a curve to the right;

THENCE, along the arc of said curve to the right having a radius of 270.00 feet, a central angle of 11°27'59", an arc length of 54.03 feet and a long chord bearing North 42°43'43" East, 53.94 feet to a found 5/8-inch iron rod being the west corner of Block 3 of said Trails of Fairfield Section One.;

THENCE, South 40°38'00" East, along the southwest line of said Block 3 of Trails of Fairfield Section One, 908.18 feet to a found 5/8-inch iron rod in the east line of said Trails of Fairfield Section One, being common with the west line of a 117.44 acre tract of land recorded in Volume 2462, Page 619 of the Harris County Deed Records;

THENCE, South 02°15'27" East, along said common line, 176.67 feet to the POINT OF BEGINNING, CONTAINING 3.0778 acres of land in Harris County, Texas.

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Title Data, Inc. RG

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EXHIBIT "A" page <u>1</u> of <u>3</u>

66-3297

J.W. Moody Survey Abstract No. 547

Trails of Fairfield Section One Pipeline Reserve North of Maple Village Drive 0.9400 Acre

STATE OF TEXAS §

COUNTY OF HARRIS §

A METES AND BOUNDS description of a certain 0.9400 acre tract situated in the J.W. Moody Survey, Abstract No. 547, Harris County, Texas, being a portion of Trails of Fairfield Section One, plat of which is recorded in Film Code No. 397115 of the Harris County Map Records; said 0.9400 acre tract of land being more particularly described as follows with all bearings based on a record call of South 02°15'27" East, along the east line of said Trails of Fairfield Section One;

**BEGINNING** at a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") at the northwest corner of said Trails of Fairfield Section One, being in the northeast line of Lakes of Fairfield Section One, plat of which is recorded in Film Code No. 386110 of the Harris County Map Records;

THENCE, North 49°22'01" East, along the northwest line of Trails of Fairfield Section One, being common with the southeast line of Trails of Fairfield Section Four, plat of which is recorded in Clerk's File No. 413008 of the Harris County Map Records, 80.00 feet to a found 5/8-inch iron rod with cap stamped "Cotton Surveying" for corner in the southwest line of Block 1 of said Trails of Fairfield Section One;

THENCE, in a southeasterly direction along the southwest line of said Block 1, of Trails of Fairfield Section One the following three (3) courses and distances:

- 1. South 40°39'43" East, 121.15 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- South 41°27'17" East, 201.81 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- South 40°38'00" East, 185.08 feet to a found 5/8-inch iron prod (with cap stamped "Cotton Surveying") in the northwest line of Maple Village Drive(called 60' right of way), beginning a non-tangent curve to the left;

THENCE, in a southwesterly direction along the northwest line of Maple Village Drive, along the arc of said curve to the left having a radius of 330.00 feet, a central angle of 11°37'43", an arc length of 66.98 feet and a long chord bearing South 42°48'44" West, 66.87 feet to a found 1-inch iron pipe (with cap stamped "Cotton Surveying");

THENCE, South 36°59'52" East, along the northwest line of said Maple Village Drive, 13.91 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying") in the southwest line of said Trails of Fairfield Section One, being common with the northeast Block 1 line of said Lakes of Fairfield Section One;

529-66-3298

### EXHIBIT "A"

page 3 of 3

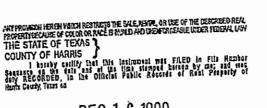
Trails of Fairfield Section One Pipeline Reserve North of Maple Village Drive 0.9400 Acre

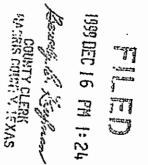
J.W. Moody Survey Abstract No. 547

THENCE, along the common line of said Lakes of Fairfield Section One and Trails of Fairfield Section One, the following three (3) courses and distances:

- 1. North 40°38'00" West, 195.11 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- 2. North 41°27'04" West, 201.93 feet to a found 5/8-inch iron rod (with cap stamped "Cotton Surveying");
- 3. North 40°39'46" West, 121.61 feet to the POINT OF BEGINNING, CONTAINING 0.9400 acre of land in Harris County, Texas.

SURV\SAJ\FAIRFLD\TRAILS1A





DEC 1 6 1999



Burney & Aufreen

COUNTY CLERK HARRIS COUNTY TEXAS

NCY TITLE COMPANY 2200 Post Oak Blvd., Suite 100 Houston, TX 77056 # 99-47