

Vesting Deed/Adjoiners/Easements

monthly installments, the first maturing on December 26, 1918, and the last maturing on July 26, 1915, and, Whereas, the said Raymond B. Lancaster has paid said note, and all amounts due thereon in full satisfaction of said incumbrance: Now, therefore, I, Elmore Bartholomew, the legal holder and owner of the above described note at the time of the payment thereof in consideration of the premises aforesaid, and of the payment to me by said Raymond B. Lancaster of the full amount due on said note, receipt of which is hereby acknowledged, do hereby release unto the said Raymond B. Lancaster, his heirs and assigns, the above described property, freed and discharged from said lien, and hereby declare said note and vendor's lien fully paid off, satisfied and discharged.

Witness my hand at Houston, Texas, this 7th day of July, A. D. 1915. Elmore Bartholomew,

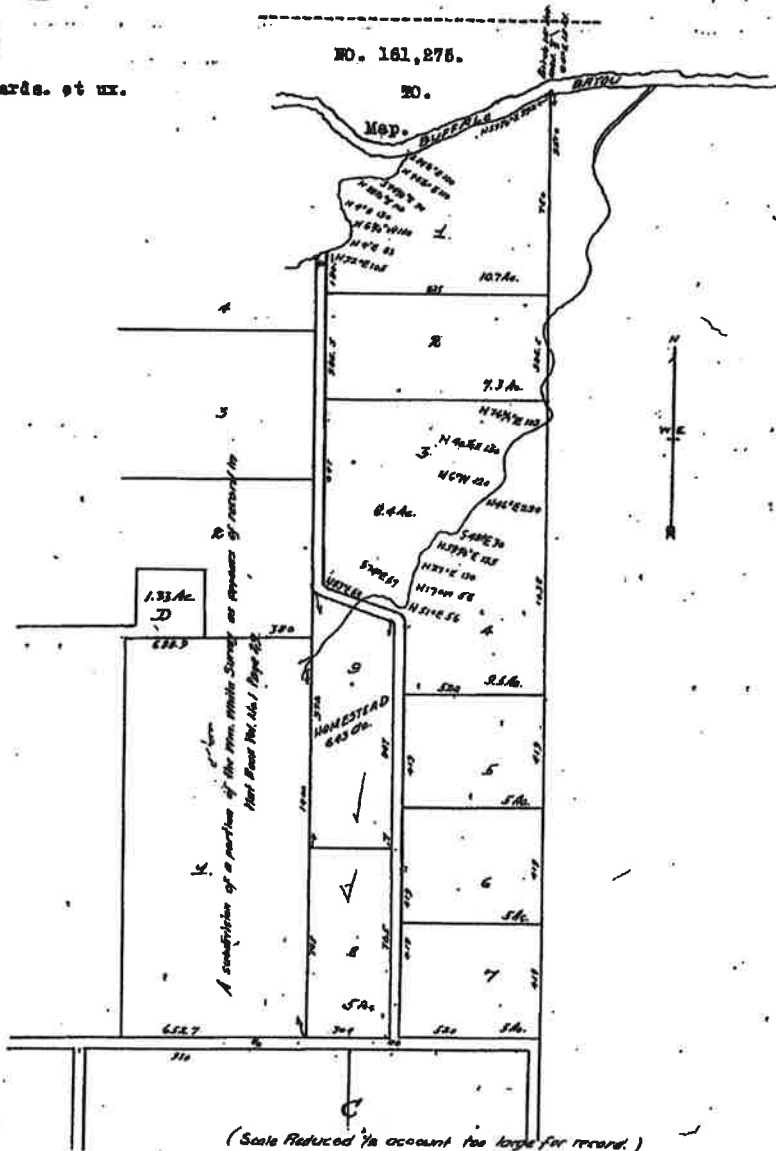
The State of Texas, County of Harris. Before me, the undersigned authority, on this day personally appeared Elmore Bartholomew, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 7th day of July, A. D. 1915.

P. Harvey, Notary Public, Harris County, Texas, (SRAI-1278)

Filed for record July 9th, 1915 at 11:20 o'clock A. M. Recorded July 18th, 1915 at 3:15 o'clock P. M.

W. P. Edwards Clerk County Court, Harris County, Texas, By *W. P. Edwards* Deputy.

W. P. Edwards, et ux.



Holly Hurst
Lane
resting Deed

343/173
DR

174
Hollyburn A Subdivision of the Original W. A. Parker Tract Out of the Western Portion of the Wm. White Survey. Harris County, Texas.

Scale 800 ft = 1 inch.

D. E. Stinson, Sur.

State of Texas, County of Harris, Know all men by these presents, That we, W. F. Edwards and Carrie B. Edwards, the sole owners of that portion of the Wm. White survey, situated in Harris County, Texas, and shown on this map as comprising lots one (1) to nine (9) inclusive; do hereby subdivide the same into lots as hereon shown and do dedicate to the public for ordinary uses of foot passengers and teams only the road, as hereon appearing.

Signed W. F. Edwards.

Carrie B. Edwards.

State of Texas, County of Harris, Before me, Chas. B. Wood a Notary Public in and for Harris County, Texas, on this day personally appeared W. F. Edwards known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day Sept, 1912.

Chas. B. Wood, Notary Public Harris Co. Texas.

(SEAL)

State of Texas, County of Harris, Before me, Chas. B. Wood a Notary Public in and for Harris County, Texas, on this day personally appeared Carrie B. Edwards, wife of W. F. Edwards, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me, privily and apart from her husband and having fully explained to her, she the said Carrie B. Edwards acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 12th day of Sept, 1912.

Chas. B. Wood Notary Public Harris County, Texas.

(SEAL)

Filed for record July 9th, 1915 at 10:45 o'clock A. M. Recorded July 12th, 1915 at 3:50 o'clock P. M.

B. J. Jones Clerk County Court, Harris County, Texas, By *H. H. Barr* Deputy.

NO. 161,291.

Henry Waller et al.
By Sheriff,

TO,

F. P. Barr.

Sheriff's Deed:

The State of Texas, County of Harris, Know all men by these presents: That Whereas, by virtue of a certain Execution and Order of Sale No. 61045, issued out of the District Court of the County of Harris, in favor of The State of Texas, against, Henry Waller and J. M. Cobb, on a certain Judgment and Decree of Sale, rendered on the 8th day of Feby 1915, and directed and delivered to me as Sheriff of Harris County, commanding me to seize and sell the premises described in said Order of Sale, I, M. F. Hammond, Sheriff as aforesaid, did, upon the 27th day of May, 1915, levy upon and advertise for sale the said premises as described in said Order of Sale, by having a notice of the sale published in the English Language once a week for three consecutive weeks preceding the date of the sale in the Oil City News a news paper published in Harris County, Texas, the first of said publications appearing not less than twenty days immediately preceding the date of the sale said notice containing a statement of the authority by virtue of which the sale is to be made, the time of levy and time place of the sale, also a brief description of the property to be sold number of acres original survey, locality in the county, and the name by which the land is most generally known, I also mailed to each of the above named defendants a notice of the sale directed to them at their postoffice, and on the first Tuesday in July A. D. 1915, within the hours prescribed by law, sold said hereinafter described lands & premises at public vendue in the County of Harris, at the Court House door thereof, and the premises hereinafter described were struck off to F. P. Barr for the sum of Two Hundred twelve and 00/100 dollars, he being the highest bidder therefor, and that being the highest bid for the same.

Now, Therefore, in consideration of the premises aforesaid, and of the payment of the said sum of Two

F205753

REC-177 197533 *F 205753 - A 70 530.00

DECLARATION AND MASTER DEED
INVERNESS TOWNHOMESFILED
JUL 7 1975
HARRIS COUNTY, TEXAS

This Declaration and Master Deed is made and entered into this 2nd day of May, 1977, by American Condominium Corporation of Houston, a Texas Corporation (hereinafter referred to as "Developer"), pursuant to the provisions of the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described real property and the improvements located thereon to a condominium regime.

WITNESSETH:

WHEREAS, Developer is the owner of certain real property in the City of Houston, County of Harris, State of Texas, consisting of five (5) residential buildings containing a total of one hundred two (102) units therein and certain other improvements located thereon (being hereinafter sometimes referred to as "Inverness Townhomes"), more particularly described on Exhibit B attached hereto and made a part hereof for all purposes;

WHEREAS, Developer desires by recording this Declaration and Master Deed, together with the condominium by-laws attached hereto as Exhibit A and the condominium subdivision plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish a condominium project known as Inverness Townhomes under the provisions of the Act;

NOW, THEREFORE, Developer does upon the recording hereof, establish Inverness Townhomes as a condominium project under the Act and does declare that Inverness Townhomes shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and Master Deed and Exhibit A and B hereto, all of which shall be deemed to run with all or any portion of Inverness Townhomes and shall be a burden and benefit to Developer, Inverness Townhomes, and any person acquiring or owning any interest in Inverness Townhomes, their grantees, heirs, executors, administrators, successors and assigns. In furtherance of the establishment of this condominium project, it is provided as follows:

1. Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meanings:

(ii) The foundations, bearing walls and columns (including any windows and doors therein); roofs, attics, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, entrances, exits or communication ways and any other portion of the building located on the land described above not included within any Unit;

(iii) The premises and facilities used for the maintenance or repair of the Condominium Project;

(iv) All common recreational facilities, including without limitation the swimming pool, and the grounds, yards and walkways;

(v) Unassigned parking spaces which are numbered numerically from one (1) through one hundred thirty-one (131) on the condominium subdivision plan attached hereto as Exhibit B (but which have not yet been designated with a Unit number); provided, however, Developer expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use of pending assignment, any unassigned parking space to any Owner and to retain any rules (received thereafter) and, provided further, coincident with the assignment of any unassigned parking space the condominium subdivision plan attached hereto as Exhibit B shall be amended for the purpose of designating such parking space with a Unit number, and thereafter such parking space shall be a limited common element appurtenant to such Unit; and

(vi) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project;

B. The limited common elements, being those common elements reserved for the use of specified Units to the exclusion of others, consist of:

(i) Parking spaces once assigned and designated with a Unit number in accordance with Paragraph 3A.(v) hereof;

(ii) Compartments or installations of central services such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations;

A. "Unit" shall mean and refer to an enclosed space consisting of one or more rooms occupying all or part of one or more floors in a building in the Condominium Project having direct access to a thoroughfare, as such space may be further described and delimited in Paragraph 4 hereof.

B. "Condominium" shall mean and refer to the separate ownership of a Unit, together with an undivided ownership interest in the limited and general common elements as set forth and defined herein.

C. "Condominium Project" shall mean and refer to Inverness Townhomes as a condominium project established in conformance with the provisions of the Act.

D. "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more Units in the Condominium Project.

E. "Association" shall mean and refer to the Inverness Townhomes Association, its successors and assigns, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, of which all Owners shall be members, which corporation shall administer the operation and management of the Condominium Project.

F. "Common Elements" shall mean and refer to both the general and limited common elements as described in Paragraph 3 hereof.

2. The major improvements of the Condominium Project consist of five (5) residential buildings, one (1) swimming pool and covered parking facilities. The Condominium Project and the foregoing improvements are described by building letter, Unit number, boundary, dimension and area on the condominium subdivision plan attached hereto as Exhibit B. The individual Units, more particularly described in Paragraph 4 hereof, are to be used for residential purposes, and each Unit has its own entrance from and exit to a thoroughfare. Each Owner of a Unit within the Condominium Project shall have an exclusive right to his Unit and shall have the right to share with other Owners the Common Elements as hereinafter set forth.

3. The general and limited common elements of the Condominium Project are as follows:

A. The general common elements consist of:

(i) The land in the Condominium Project, as more particularly described on Exhibit B hereto;

(iii) Patios or balconies, if any, designated with a number corresponding to a Unit number as described on the condominium subdivision plan attached hereto as Exhibit B; and

(iv) Entrance and stairways, if any, designated with a number corresponding to a Unit number as described on the condominium subdivision plan attached hereto as Exhibit B.

Each Owner shall bear the cost of maintenance, repair and replacement of the following items within each Owner's Unit, patio or balcony, and entrance and stairway: interior surfaces of all perimeter and interior walls, ceilings and floors (including carpeting, tile, wall paper, paint or other covering); garbage disposal, ranges, refrigerators, dishwashers and any and all equipment may be located in part outside such Unit; interior and exterior doors; window panes and light bulbs; plumbing and any decorative features; and any furniture and furnishings.

The cost of maintenance, repair and replacement of both general and limited common elements (except to the extent such costs are borne by each Owner as set forth above) shall be an expense of administration of the Condominium Project to be assessed in accordance with the condominium by-laws attached hereto as Exhibit A.

Each Owner shall have the following easements to, through and over the general and limited common elements to the extent necessary for such Owner's maintenance, repair and replacement:

(i) to paint, remove and replace any finish on the interior surface of any general or limited common element appurtenant to his Unit;

(ii) to install, repair, maintain, remove and/or replace any plumbing, heating, cooling, lighting, cooking or other fixtures or equipment which are a part of his Unit or which would become a part thereof when installed in any heating wall, floor, ceiling or roof; provided, however, such installation, repair, maintenance, removal and/or replacement shall not impair the structural integrity of the building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the building in which his Unit is located (unless the Association consents thereto);

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RETURN TO:
AMERICAN TITLE COMPANY
HARRIS COUNTY AMERICAN SEC.
800 PLAZA, SUITE 1400
HOUSTON, TEXAS 77001
JBS

(iii) to drive and remove nails, screws, bolts and the like into and from bearing walls, floors, ceiling and roof; provided, however, such action shall not impair the structural integrity of the building in which his Unit is located, nor shall it adversely affect any adjacent Unit, nor shall it alter the external appearance of the building in which his Unit is located (unless the Association consents thereto).

Public utilities (or private companies) furnishing services to the Condominium Project for common use such as water, electricity, gas and telephone shall have access to the general and limited common elements and each Unit as may be necessary or desirable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium Project to install, repair or maintain such services shall be an expense of the administration of the Condominium Project to be assessed in accordance with the condominium by-laws attached hereto as Exhibit A.

4. In the condominium subdivision plan attached hereto as Exhibit B, the residential building in the Condominium Project are lettered A through E and the Units located therein are numbered by Unit number as set forth below. In determining dimensions and area, each enclosed space in a Unit shall be measured from interior finished, unpainted surfaces of the bearing walls.

Each Unit shall consist of the following portions of the building in which it is located: (i) the interior surface of each bearing wall; (ii) the interior surface of the ceiling; (iii) the upper surface of the concrete sub-floor; (iv) the interior surface (including all glass or glass substitute) of the windows and doors set in bearing walls; (v) the air space enclosed within the area described and delineated in (i) through (iv) above; (vi) any and all walls, ceilings, floors, partitions and dividers wholly within such air space (not including any pipes, ducts, wires, cables, conduits, bearing beams or supports contained within such walls, ceilings, floors, partitions and dividers or within such air space); and (vii) all plumbing, heating, ventilating, air-conditioning, lighting, cooking, and other fixtures and equipment (exclusive of pipes, ducts, wires, cables or conduits) located wholly or partly within such air space.

The percentage of value assigned to each Unit in the Condominium Project is set forth below and shall be determinative of the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of each Owner's vote at meetings of the Association. The total value of the Condominium Project is 100%.

Set forth below are:

A. The letter of each Unit building and Unit number as it appears on the condominium subdivision plan attached hereto as Exhibit B; and

B. The percentage of value assigned to each Unit.

Unit Building Letter and Unit Number	Percentage of Value Assigned
Building A	
1	.52
4	.80
5	.80
6	.90
7	.90
8	.86
9	.80
10	.80
11	.80
12	.90
14	.90
15	.86
16	.80
17	.80
22	.90
23	.90
24	.90
25	.80
26	.80
27	.80
28	.80
29	.80
30	.90
31	.80
32	.80
33	.90
34	.90
35	.80
Building B	
2	1.30
3	1.30
17	1.06
18	1.06
19	1.06
20	1.06
92	1.30
93	1.30

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Unit Building Letter and Unit Number	Percentage of Value Assigned
Building B (cont.)	
100	1.06
101	1.06
102	1.06
103	1.06
Building C	
36	1.30
37	1.30
38	1.30
39	1.30
40	1.06
41	1.06
42	1.06
43	1.06
76	1.30
79	1.30
80	1.30
81	1.30
88	1.06
89	1.06
90	1.06
91	1.06
Building D	
56	.80
57	.80
58	.90
59	.90
60	.86
61	.80
66	.80
67	.90
68	.90
69	.80
70	.80
71	.86
72	.80
73	.80
74	.90
75	.80
76	.86
77	.80
82	.80
83	.80
84	.80
85	.80
86	.80

Unit Building Letter and Unit Number	Percentage of Value Assigned
Building D (cont.)	
87	.86
94	.80
95	.80
96	.90
97	.90
98	.80
99	.86
Building E	
44	1.30
45	1.30
46	1.30
47	1.30
48	1.06
49	1.06
50	1.06
51	1.30
52	1.30
53	1.30
54	1.30
55	1.06
62	1.06
63	1.06
64	1.06
65	1.06

5. So long as Developer owns one or more Units in the Condominium Project, Developer shall be subject to the provisions of this Declaration and Master Deed and Exhibits A and B attached hereto.

6. Any first mortgage, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit. Any assessment lien created or claimed under the provisions of Article II, Exhibit A of this Declaration and Master Deed shall be subject and subordinate to the rights of any first mortgage of any duly recorded first mortgage upon one or more Units made in good faith and for value. No lien created under the provisions of said Article II, Exhibit A shall in any way defeat, invalidate or impair the rights of any first mortgage under any such duly recorded first mortgage unless such mortgage thereunder shall expressly subordinate its interest, in writing, to such lien.

No amendment to this Declaration and Master Deed shall affect the rights of the mortgagees of any such mortgage which is made in good faith and for value; provided that any such mortgage is recorded prior to the recordation of such amendment and written notice of delivery and recordation of said mortgage is given to the Association pursuant to Article VII, Exhibit A; provided further, that the benefit of this paragraph shall not apply to the mortgagees of any such mortgage unless such mortgage shall either join in the execution of such amendment or shall approve said amendment in writing as a part of said amendment.

Notwithstanding anything contained in this Declaration and Master Deed to the contrary, the Association may, upon the affirmative vote of the Owners otherwise entitled to vote and holding in aggregate at least fifty-one percent (51%) interest in the percentage of value assigned to all Units in the Condominium Project, execute a subordination agreement or agreements to extend the benefits of the two preceding paragraphs to mortgages and mortgages not otherwise entitled thereto.

No breach of any provision of this Declaration and Master Deed shall impair or invalidate any lien of any duly recorded mortgage made in good faith and for value encumbering one or more Units; provided, however, that all the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration and Master Deed shall be binding upon and effective against any person who acquires title to or any beneficial interest in any Unit by way of foreclosure, or otherwise.

7. If the Condominium Project is totally or partially damaged or destroyed, or totally or partially taken by eminent domain, the repair, reconstruction or disposition thereof shall be in accordance with the condominium by-laws attached hereto as Exhibit A.

8. In the event that any portion of a Unit or a general or limited common element changes boundaries and thereby encroaches upon another Unit or such common element due to the shifting, settling or moving of a building or buildings in the Condominium Project, such changed boundaries shall be deemed to constitute the boundaries of the Units and the general or limited common elements so affected in accordance with Section 9 of the Act.

9. The regime established for the Condominium Project hereby shall not be vacated, waived, revoked, abandoned or terminated, nor shall the percentage of value assigned to nor the dimensions of any Unit be changed, nor shall the Common Elements be abandoned, partitioned, subdivided, encumbered, sold, or transferred, nor shall any other provisions of this Declaration and

Master Deed be amended (with the express exception of the provisions of the condominium by-laws attached hereto as Exhibit A, which may be amended in accordance therewith) unless seventy-five percent (75%) of the Owners (other than Developer) of or the first mortgagees (based upon one vote for each first mortgage) of all the mortgages covering Units agree to such vacation, waiver, revocation, abandonment, termination, partition, subdivision, encumbrance, sale, transfer or amendment by an instrument to such effect duly recorded in the Condominium Records of Harris County, Texas; provided, however, unanimity of each Owner and each mortgagee shall be required to the extent set forth in the Act. Notwithstanding the generality of the foregoing, and notwithstanding anything in Paragraph 8 to the contrary, Developer may amend this Declaration and Master Deed in order to: (i) correct survey or other errors made herein prior to the first annual meeting of the Association; (ii) change the percentages of value assigned to and the dimensions of Units owned by Developer so long as such changes do not affect the percentages of value assigned to other Units in the Condominium Project not owned by Developer; (iii) amend the condominium subdivision plan attached hereto as Exhibit B for the purpose of designating an unassigned parking space with a number corresponding to a Unit number in accordance with Paragraph 3A.(v) hereof; and (iv) conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any similar duly constituted governmental authority, with respect to Condominium documentation, each by written instrument to such effect executed by Developer only and duly recorded in the Condominium Records of Harris County, Texas.

10. All present and future Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration and Master Deed, the Unit Deed, Articles of Incorporation, by-laws and rules and regulations of the Association, as they may be amended from time to time, and the items affecting the title to the property set forth on Exhibit B attached hereto. The acceptance of the Unit Deed or the entering into occupancy of a Unit shall constitute an agreement that: (i) this Declaration and Master Deed, the Unit Deed, Articles of Incorporation, by-laws and rules and regulations of the Association, as they may be amended from time to time, and the items affecting title to the property set forth on Exhibit B attached hereto are accepted and ratified by each such Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed to be covenants running with the land to bind any person having at any time any interest or estate in such Unit, as though such provisions were cited and stipulated in each and every Unit Deed; and (ii) violations of this Declaration and Master Deed, the Unit Deed, Articles of Incorporation, by-laws or rules and regulations of the Association by any such person shall be deemed to be a substantial violation of the duties of the Owner.

IN WITNESS WHEREOF,
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11. The invalidity of any provision of this Declaration and Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and Master Deed and, in such event, all the provisions of this Declaration and Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

12. No provision contained in this Declaration and Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, Developer has caused this Declaration and Master Deed to be executed the day and year first written above.

ATTEST:
AMERICAN CONDOMINIUM CORPORATION /s/ OF HOUSTON

[Signature]
Vice President
[Signature]
President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charles G. Wickson, President of American Condominium Corporation of Houston, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May, 1977.



[Signature]
Notary Public in and for
Harris County, Texas

EXHIBIT A
TO DECLARATION AND MASTER DEED

CONDOMINIUM BY-LAWS
OF
INVERNESS TOWNHOMES

ARTICLE I

THE INVERNESS TOWNHOME ASSOCIATION

Section 1. Inverness Townhomes shall be administered by a non-profit corporation incorporated under the laws of the State of Texas under the name of "Inverness Townhome Association" (herein referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project, the Common Elements and appurtenant thereto in accordance with the Declaration and Master Deed, these by-laws, the Articles of Incorporation, By-laws and duly adopted rules and regulations of the Association and the laws of the State of Texas.

Section 2. The Association may provide for independent management of the Condominium Project. Such independent management may jointly manage the Condominium Project and other property. In such event, the Association shall not be required to bear in excess of its pro rata share (based on the ratio that the number of units in the Condominium Project bears to the number of total units of whatever type are jointly managed) of such independent management expenses. Any agreement for independent management of the Condominium Project shall provide that the management contract may be terminated for cause on ninety (90) days' written notice and the term of any such contract shall not exceed three years.

Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

A. Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

C. Each Owner shall be entitled to a vote, the value of which shall equal the total of the percentages of value assigned to the Units owned by such Owner as set forth in this Declaration and Master Deed.

D. No Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more Owners, any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Owners who are not present at such meeting until written notice to the unitary has been received by the Association in which case the unanimous action of all such Owners (in person or by proxy) shall be required to cast their vote as Owners. If two or more of such Owners are present at any meeting of the Association then unanimous actions shall also be required to cast their vote as Owners.

E. There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the By-laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the By-laws of the Association, shall be personally delivered to each Owner by or shall be mailed to such Owner or to the individual representative designated by such Owner at the address given by such Owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of such Owner, and such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the same.

F. Except as otherwise provided by statute, or these by-laws, the presence in person or by proxy of sixty percent (60%) of the percentage of values of the Owners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.

G. At any meeting of the members of the Association, votes may be cast in person or by proxy. Proxies must be

filled with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.

H. When a quorum is present at any meeting of the Association, the vote of fifty-one percent (51%) or more of the percentage of values of those Owners qualified to vote and present in person or proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration and Master Deed, the Articles of Incorporation of the Association or these by-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum.

I. At all meetings of the Owners cumulative voting shall not be permitted.

Section 4. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts of the administration of the Condominium Project which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners and their mortgagees during reasonable working hours on weekdays and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration of the Condominium Project.

Section 5. All costs incurred by the Association, including but not limited to any costs incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Condominium Project, shall be Association expenses. All sums received by the Association, including but not limited to all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association, shall be Association receipts.

Section 6. Each member of the Board of Directors of the Association must be a member of the Association with the exception of the first Board of Directors (and any replacement directors selected by Developer prior to the first meeting of the Association) designated in the Articles of Incorporation of the Association.

Section 7. The first meeting of the members of the Association shall be held within ninety (90) days after conveyance by Developer of more than eighty percent (80%) in number of the

Units in the Condominium Project or such earlier date as Developer elects. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association, or their replacements.

ARTICLE II ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration of the Condominium Project.

Section 2.

A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Such reserves shall include without limitation an adequate reserve fund for the maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium Project in any fiscal year, then the Board of Directors shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

B. Special assessments, assessments other than those described in Subsection A above, may be made by the Board of Directors of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Condominium Project including, but not limited to, assessments for costs described in Section 5 of

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Article I hereof and for such capital improvement in excess of Five Thousand Dollars (\$5,000). However, any such special assessment shall not be levied without the prior approval of at least seventy-five percent (75%) of the percentage of values of all of the Owners.

Section 3. All assessments levied against the Owner to cover expenses of the Association and the Condominium Project shall be apportioned among and paid by the Owners in accordance with the percentage of value assigned to each Unit according to the Declaration and Master Deed without increase or decrease for the existence of any rights with respect to the use of limited common elements appurtenant to such Unit. Assessments shall be due and payable at such times as the Association shall determine, commencing the date of delivery of a deed to a Unit from Developer to subsequent Owner. Prior to such conveyance, Developer shall bear all assessments levied against Units owned by Developer in accordance with the aggregate percentage of value assigned thereto. The payment of an assessment shall be in default, if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten percent (10%) per annum from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these by-laws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such Unit in accordance with Section 18 of the Act. In addition, to the extent permitted by law, unpaid assessments may become a lien against the Unit, subject only to: (i) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on such Unit; and (ii) mortgages under any mortgage instruments duly recorded. Any first mortgage, upon foreclosure of its lien on a Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall not be required to pay any unpaid assessments owing on said Unit. Such lien may be recorded in the Condominium Records of Harris County, Texas and may be enforced by foreclosure, and the expenses incurred therefor including interest, costs and attorneys' fees shall be chargeable to the Owner in default.

Section 4. No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements, by abandonment, sale or other disposition of his Unit, or by reason of any grievance against the Association, Developer, or any other Owner.

Section 5. The Association may, in addition to its rights under Section 3 hereof and Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments

including interest, costs and attorneys' fees shall be chargeable to the Unit in default. The Unit in default may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth herein upon seven (7) days written notice to such Owner of its intent to do so. An Owner in default of his obligations to the Association or other Owners as set forth herein shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

ARTICLE III

OWNER ACTION

Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements of more than one (1) Unit.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and, if required by law, workers' compensation insurance (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the following provisions:

A. The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees. The Association shall obtain insurance coverage upon their personal property at their own expense. The Association and the Owners shall use their best efforts to see that all property and liability insurance carried by an Owner or the Association shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Owners or the Association and the respective tenants, servants, agents, and guests of the Owners or the Association, as the case may be.

B. All buildings, improvements, personal property and other Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement (with appropriate endorsement to cover fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual Units initially installed, or replacements thereof, in accordance with the original plans and specifications for the Condominium Project), in an amount equal to the maximum insurable replacement value thereof, excluding the cost of excavations, foundations and footings, as determined annually by the Board of Directors of the Association; provided, however, such amount shall be not less than eighty percent (80%) of the maximum insurable value (based upon replacement cost). The Association may, in its sole discretion, elect to carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover the common elements and shall contain, if available, cross-liability endorsements or appropriate provisions for the benefit of the Owners, individually and as a group, the members of the Board of Directors, and the management company, if any, insuring each insured against liability to each other insured. The Association shall also carry, if available, fidelity coverage against dishonest acts on the part of members of the Board of Directors, Owners, the management company, if any, and any other person (including volunteers, with an appropriate endorsement if required) handling funds belonging to or administered by the Association. Such fidelity coverage shall be in an amount equal to one and one-half times the estimated annual expenses and reserves of the Association.

C. All premiums upon insurance purchased by the Association pursuant to these by-laws shall be included in the Association's budget in accordance with Subsection 2A, Article II hereof, except that the amount of increase over such premiums occasioned by the use, misuse, occupancy or abandonment of a Unit or the Common Elements by an Owner shall be assessed only against such Owner.

D. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall

be required as provided in Article V of these by-laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Declaration and Master Deed and these by-laws shall be administered by the Association and shall be applied to such repair or reconstruction.

E. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and credit the premiums therefor, to collect proceeds to administer the distribution of such proceeds in connection with any reconstruction or repair and to distribute any remaining proceeds to the Owners and their mortgagees (subject to the provisions of these by-laws, the Declaration and Master Deed and the Act) as their interests may appear; to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium Project as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit (except to the extent available by endorsement as herein provided) nor the liability of any Owner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. If less than two-thirds (2/3rds) of the building in the Condominium Project (as determined by the vote or written consent of the majority of the percentage of value assigned to the Owners in the exercise of their sole discretion) shall be damaged by fire or any other casualty, then the buildings in the Condominium Project shall be rebuilt or repaired. If more than two-thirds (2/3rds) of the buildings in the Condominium Project (as determined by the vote or written consent of a majority of the percentage of value assigned to such Owners in the exercise of such discretion) shall be damaged by fire or other casualty, then reconstruction shall not be compulsory without the unanimous consent of each Owner and each mortgagee.

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In the event that such Owner decides not to reconstruct the Condominium Project, the land (more particularly described on Exhibit B of this Declaration and Master Deed) shall be sold and such sale proceeds along with any insurance proceeds shall be distributed to each Owner and his mortgagee, as their interests may appear, in accordance with each Owner's percentage of value in the Condominium Project.

Section 2. Any reconstruction or repair of the buildings in the Condominium Project or any Unit located therein shall be substantially in accordance with the Declaration and Master Deed and the original plans and specifications for the buildings in the Condominium Project unless the Owners and their mortgagees shall unanimously decide otherwise.

Section 3. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, furniture, furnishings, and other items of personal property within the Unit; provided, however, each Unit Owner shall not be responsible for the reconstruction, repair or replacement of fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Owner's Unit as initially installed, or replacements thereof, in accordance with the original plans and specifications for the Condominium Project to the extent covered by insurance maintained by the Association. Each Owner shall also be responsible for the costs not otherwise covered by insurance carried by the Association of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his family, tenants, guests, agents, servants, employees or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Section 4. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "casualty") the Association shall obtain reliable and detailed cost estimates of the following:

A. The cost of restoring all damage caused by the Casualty to the general and limited common elements (hereinafter referred to as the "Common Element Costs"); and
B. The cost of restoring that part of the damage caused by the Casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

A. All Owners shall be assessed on the basis of their percentage of value in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

B. Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

If actual costs exceed such estimated costs, then an additional assessment shall be made against the Owners by the Association in the above manner based upon actual costs.

Section 5. In the event of any taking of any Unit in the Condominium Project by eminent domain, or private property, the Owner of such Unit and his mortgagee shall be entitled to receive the award for such taking and, after acceptance thereof, if such Owner shall vacate his Unit by virtue of such taking, he and his mortgagee shall be divested of all interest in the Condominium Project. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of the percentage of value assigned to the remaining Owners shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required, or shall be undertaken, then the remaining portion of the Condominium Project shall be re-surveyed and the Declaration and Master Deed

and Exhibit 8 shall be amended to reflect such taking and to proportionately readjust the percentages of value assigned to the remaining Owners based upon a continuing value of the Condominium Project of one hundred percent (100%).

ARTICLE VI RESTRICTIONS

Section 1. No Unit in the Condominium Project shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residence; provided, however, a Unit selected by developer may be used as a sales office, during Developer's sales program.

Section 2. No Owner shall make structural alterations or modifications within such Owner's Unit or the Common Elements, including the erection of antennas, awnings, awnings, the placement of any reflective or other material in the windows of the Unit (other than uniform draperies approved by the Board of Directors) or other exterior attachments without the written approval of the Association. No Owner shall make any alteration or modification involving plumbing, electricity and/or heating, ventilating, without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project.

Section 3. An Owner may lease his Unit for single-family residence purposes. No room in a Unit may be rented and no transient tenants accommodated.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No Owner shall do or permit anything to be done or kept or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project. No Owner shall store any dangerous explosive or inflammable liquids or other materials either in his Unit or upon the Common Elements.

Section 5. No signs or other advertising devices which are visible from the exterior of any Unit or upon the Common Elements shall be displayed, including "For Sale" signs, without written permission from the Association.

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Section 10. The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Board of Directors of the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

Section 11. Developer may from time to time lease Units for single-family residence purposes.

Section 12. Vehicles not in operating condition shall not be parked upon the premises of the Condominium Project (except in an assigned parking space). No parking space shall be converted for living, recreational or business purposes, nor shall anything be stored in any parking space so as to prevent the parking of a vehicle therein.

Section 13. None of the restrictions contained in this Article VI shall apply to the sales office, sales models and other commercial activities or signs or billboards, if any, of Developer during the sales period of the Condominium Project or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and by-laws as the same may be amended from time to time, including without limitation the power of the Association to own a Unit for the use and enjoyment of the resident manager of the Condominium Project.

ARTICLE VII MORTGAGES

Section 1. Any Owner who mortgages his interest in a Unit shall, within ten (10) days after the execution of such mortgage, give notice to the Association in writing of the name and address of his mortgagee and the amount secured by said mortgage; and the Association shall maintain such information in a book entitled "Mortgages of Units". Said written notice shall be separately maintained by the Association or by a person designated by the Association. Each Owner shall, in the same manner, notify the Association as to the release or discharge of any such mortgage.

Section 2. The Association shall, at the request of any mortgagee of any Unit, report to such mortgagee any unpaid assessments due from the Owner of such Unit to the Association.

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Section 6. No animals shall be kept; provided, however, pet birds and fish may be kept within such Owner's Unit with the prior written approval of the Association. Such pet, if purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Any Owner who causes any animal to be brought or kept upon the premises of the Condominium Project shall indemnify and hold harmless the Association for any loss, damage, cost or liability which animal on the premises, whether or not the Association has given its permission therefor. Notwithstanding the generality of the foregoing, after (i) repeated violations of this provision, (ii) and (iii) an opportunity for such Owner to have a hearing before the Board of Directors, such pet may be taken from such Owner and given to the Society for the Prevention of Cruelty to Animals, of Harris County, Texas.

Section 7. The Common Elements shall not be used for storage of supplies, personal property, trash or refuse of any kind (except common trash receptacles, storage buildings or other similar structures which may from time to time be placed upon the Common Elements at the discretion of the Board of Directors of the Association), nor shall the Common Elements be used in any way for the drying, shaking or airing of clothing or other items. Stairs, entrances, hallways, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall unauthorized persons or pets play therein or thereon or use such areas for other than their intended purposes. In general, no activities shall be conducted nor condition maintained by any Owner either in his Unit or upon the Common Elements which spoils the appearance of the Condominium Project.

Section 8. Each Owner shall maintain his Unit and any limited common elements appurtenant thereto in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damage to, telephone, water, gas, plumbing, power or other utility systems throughout the Condominium Project and each Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements.

Section 9. Non-discriminatory regulations concerning the use of the Condominium Project shall be promulgated by the Board of Directors of the Association prior to the first annual meeting of the Association and such regulations, and subsequent regulations duly adopted from time to time, shall be binding on all members of the Association unless duly amended by a majority of the percentage of value assigned to the Owners.

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Section 3. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article VII of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

Section 4. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article VII of any default by any Owner in the performance of such Owner's obligations hereunder which is not cured within sixty (60) days from the date of such default.

Section 5. The Association shall notify the Federal Home Loan Mortgage Corporation (in case of its servicing agent at the servicing agent's address appearing in the book described in Section 1 of this Article VII) of any loss to, or taking of, the Common Elements, if such loss or taking exceeds \$10,000, or if damage to a Unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation exceeds \$1,000.

ARTICLE VIII TAXATION

Section 1. Each Unit shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the building of which such Unit is a part, and independent of the Condominium Project or Common Elements thereof, and each Owner shall be solely responsible for the payment of all taxes, municipal claims, charges and assessments of any nature whatsoever assessed against such Unit. Such payment shall be made prior to the due date of such taxes, municipal claims, charges and assessments.

ARTICLE IX AMENDMENT

Section 1. These by-laws (as opposed to the Declaration and Master Deed of which they are a part) may be amended by the members of the Association from time to time by approval of a majority of the percentage of value assigned to the Owners as less otherwise provided herein, or in the Act. Any such amendment may be evidenced by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote

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or written consent of a majority of the percentage of values assigned to the Owners in the Condominium Project, and such amendment shall be effective upon its recordation in the Condominium Records of Harris County, Texas. The procedure for proposing amendments hereto shall be the same as provided for proposing amendments to the By-Laws of the Association.

ARTICLE X
DEFAULT

Section 1. Failure to comply with the Declaration and Master Deed, these By-Laws, the Articles of Incorporation or By-Laws or duly adopted rules and regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

Section 2. In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding including without limitation reasonable attorneys' fees.

EXHIBIT B TO DECLARATION
AND MASTER DEED FOR

INVERNESS TOWNHOMES

PLANS PREPARED BY
R. W. PATRICK & ASSOCIATES, INC.
ENGINEERS... PLANNERS... LAND SURVEYORS
P.O. BOX 928... 941 4812... SO. HOUSTON, TEX.

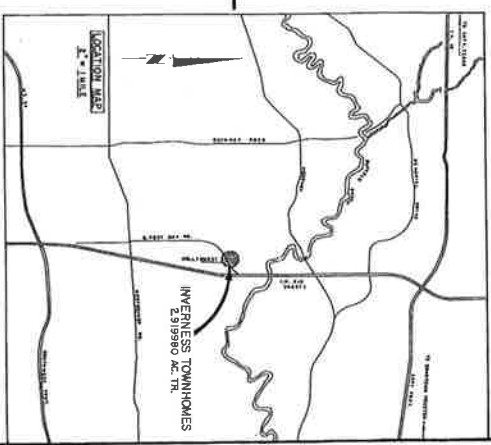
SHEET NO. 1	COVER SHEET & LOCATION MAP
SHEET NO. 2	SURVEY PLAT & SLAB LOCATION
SHEET NO. 3	LEGAL DESCRIPTION
SHEET NO. 4	FIRST FLOOR UNIT LAYOUT
SHEET NO. 5	SECOND FLOOR UNIT LAYOUT
SHEET NO. 6	TYPICAL UNITS
SHEET NO. 7	TYPICAL UNITS
SHEET NO. 8	PARKING FACILITIES

NOTES:
1. THE DIMENSIONS OF ALL UNITS ARE TO THE INSIDE FACE OF WALLS.
2. THE DIMENSIONS OF BALCONIES ARE TO THE OUTSIDE FACE OF RAILINGS.
3. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANES OF
4. ALL INSIDE WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE OF
VARYING THICKNESS.

5. ALL FLOOR ELEVATIONS ARE BASED ON UNITED STATES COAST AND GEODETIC SURVEY 1973 DATUM.
6. ALL COMMON AREAS ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS.
7. ALL PARKING AREAS ARE COVERED. PARKING AREAS WILL ASSIGNED AS SET FORTH IN THE DECLARATION
AND MASTER DEED. PARKING AREAS ARE NUMBERED NUMERICALLY AND DO NOT CORRESPOND TO UNIT NUMBERS.

KEY MAP

INVERNESS TOWNHOMES
A. CONDOMINIUM PROJECT
COMPLETION NUMBER
WARRANTY CERT. T-100
NO. 42 1002 73



COVER SHEET & LOCATION MAP
INVERNESS TOWNHOMES

INVERNESS TOWNHOMES
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EXHIBIT B TO DECLARATION
AND MASTER DEED FOR

INVERNESS TOWNS

PLANS PREPARED BY
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ENGINEERS...PLANNERS...LAND SURVEYORS
P.O. BOX 928...941 4812...SO. HOUSTON, TEXAS

MATCH LINE

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SEE PAGE 19

SEE PAGE 17

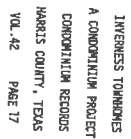
SHEET NO. 1 COVER SHEET OF 10

**INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS**

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CONDOMINIUM RECORDS
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NOTES:

1. THE DIMENSIONS OF ALL UNITS ARE TO THE INSIDE FACE OF WALLS.
2. THE DIMENSIONS OF BALCONIES ARE TO THE OUTSIDE FACE OF RAILINGS.
3. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANES OF THE FLOOR.
4. ALL INSIDE WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE OF VARYING THICKNESS.
5. ALL FLOOR ELEVATIONS ARE TO THE FINISHED FLOOR.
6. BALCONIES ARE AS SHOWN ON THE FLOOR PLANS.
7. ALL PARKING AREAS ARE TO BE PAVED.
8. ALL MASTER DEEDS SHALL BE FILED WITH THE COUNTY CLERK.

SHEET NO. 1	COVER SHEET & LOCATION MAP
SHEET NO. 2	SURVEY PLAT & SLAB LOCATION
SHEET NO. 3	LEGAL DESCRIPTION
SHEET NO. 4	FIRST FLOOR UNIT LAYOUT
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SHEET NO. 8	PARKING FACILITIES

MATCH LINE
MATCH LINE

SEE PAGE 16

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SEE PAGE 19

SHEET & LOCATION MAP LAT & SLAB LOCATION DESCRIPTION FOR UNIT LAYOUT FOR UNIT LAYOUT UNITS UNITS FACILITIES

SEE PAGE 16
 SEE PAGE 17
 SEE PAGE 18

MATCH LINE

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 A CONDOMINIUM PROJECT
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Remond B. Smith

5. ALL FLOOR ELEVATIONS ARE BASED ON UNITED STATES COAST AND GEODETIC SURVEY 1973 DATUM.
6. BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS.
7. ALL PARKING AREAS ARE COVERED. PARKING AREAS WILL ASSIGNED AS SET FORTH IN THE DECLARATION AND MASTER DEED. PARKING AREAS ARE NUMBERED NUMERICALLY AND DO NOT CORRESPOND TO UNIT NUMBERS.

INVERNESS TOWNHOMES COVER SHEET & LOCATION MAP

END

RE.W.C. PRESENTLY KNOWING AS THE INVERNESS APARTMENTS

[illegible]

INVERNESS TOWNHOMES
SURVEY PLAT AND SLAB LOCATION

HOLLYHURST
S. SHREVE
ROAD

519 WISCONSIN AVE.

R. W. PATRICK & ASSOCIATES, INC.
94-4812 SOUTH HOUSTON, TEXAS

REG NO.	DATE	S-AL	SALES BR	CAL. A.R.
4-10-77	8-17-77	1-2nd		

ROBERT W. PATRICK, the undersigned registered professional engineer and architect, hereby certifies that the above is a true and correct representation of the record under my inspection completed 8-17-77. [Stamp: I am a registered professional engineer and architect in the State of California, License No. 11316, expires 12-31-79]

ROBERT W. PATRICK
 NORTHWEST ENGINEER
 21775
 NORTHERN PUBLIC LANE
 SUITE 11316



SURVEY OF

2.919780 ACFTS
127.194.5254 SQ. FT.

KEY TAKEAWAYS

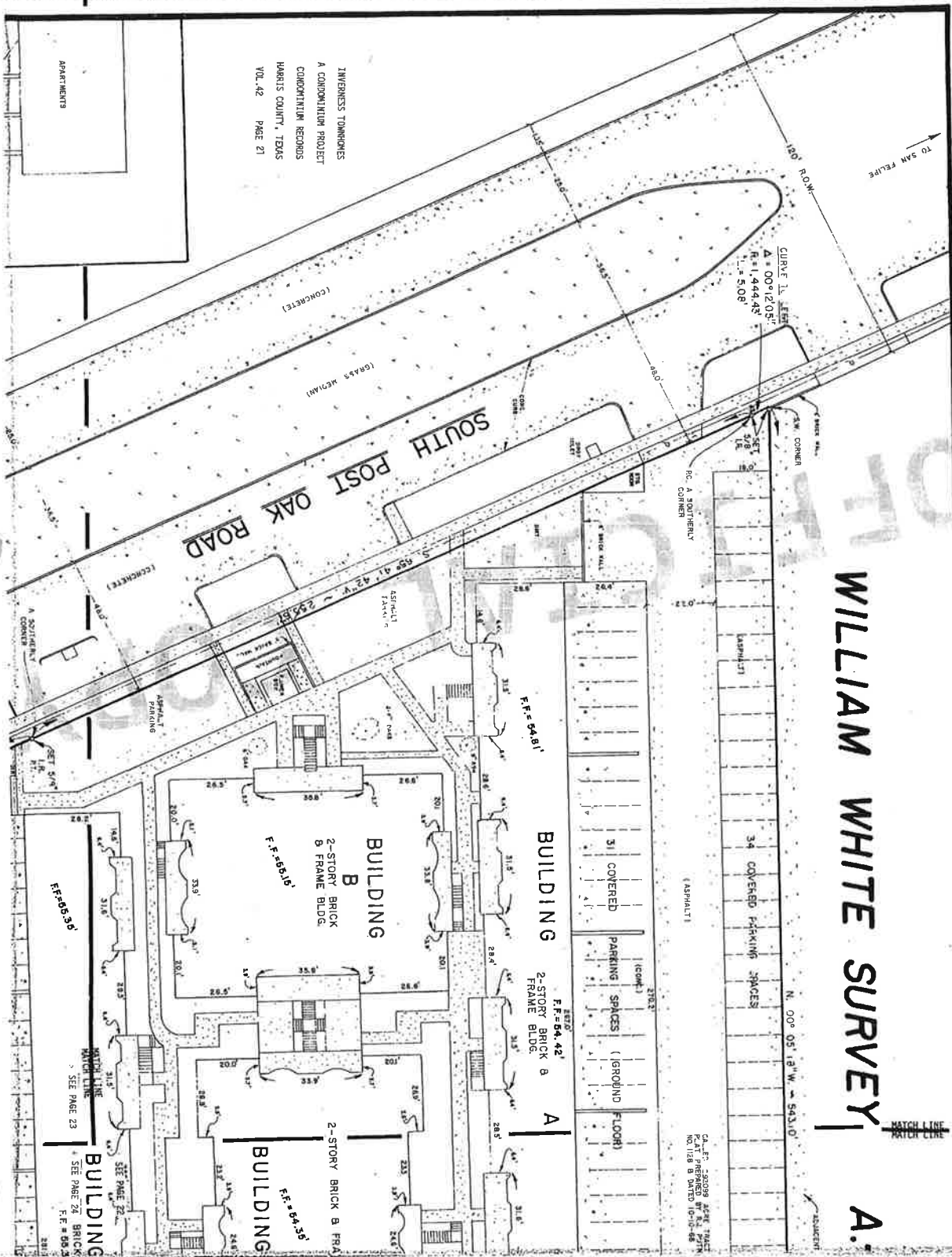
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CONDOMINIUM RECORD
MARLBOROUGH COUNTY, TEXAS

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KEY TAKEAWAYS

WILLIAM WHITE SURVEY A.



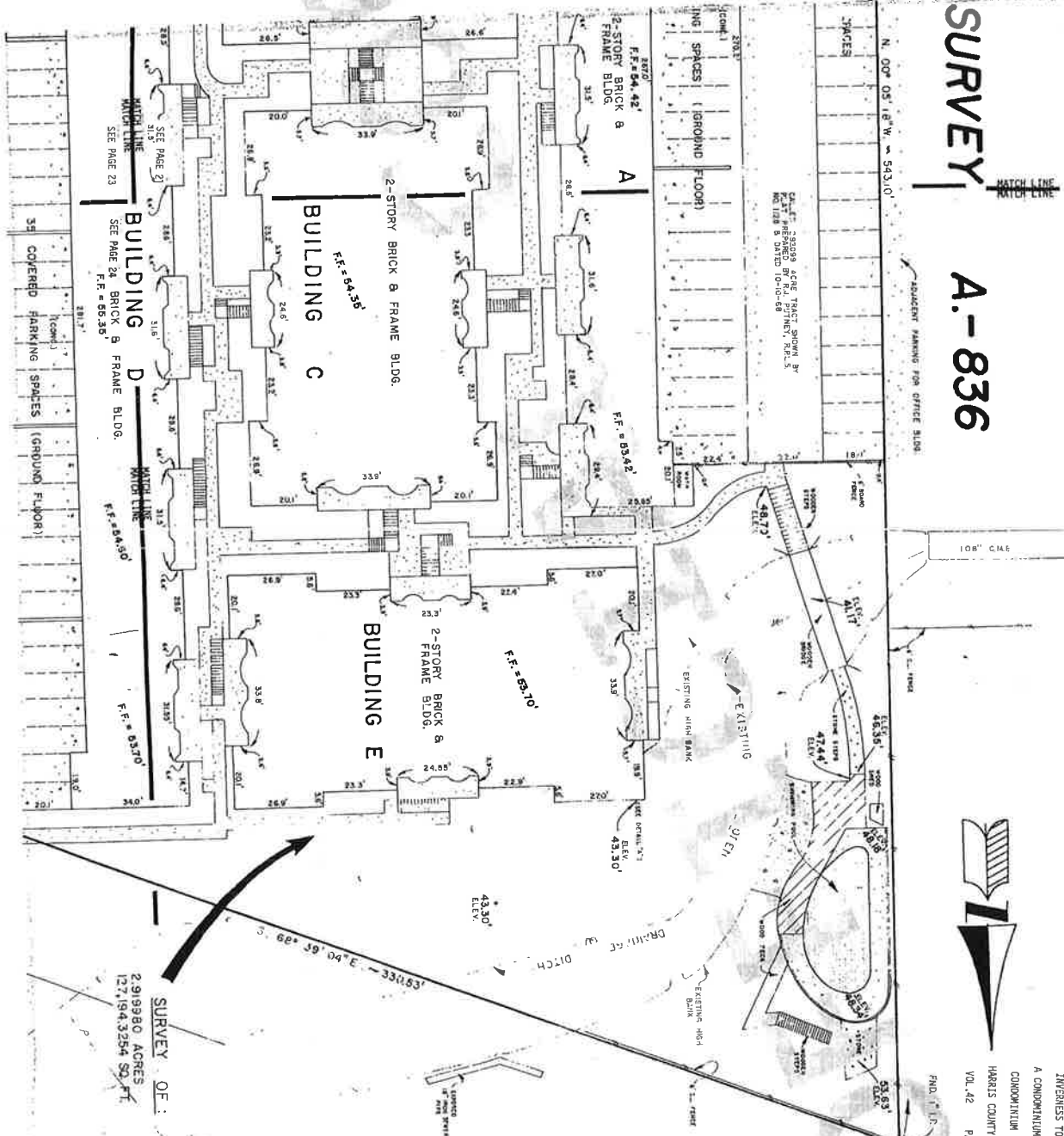
A-836



ZIMMERMAN TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 22

SURVEY OF :

2.919980 ACRES
127,194.3254 SQ. FT.



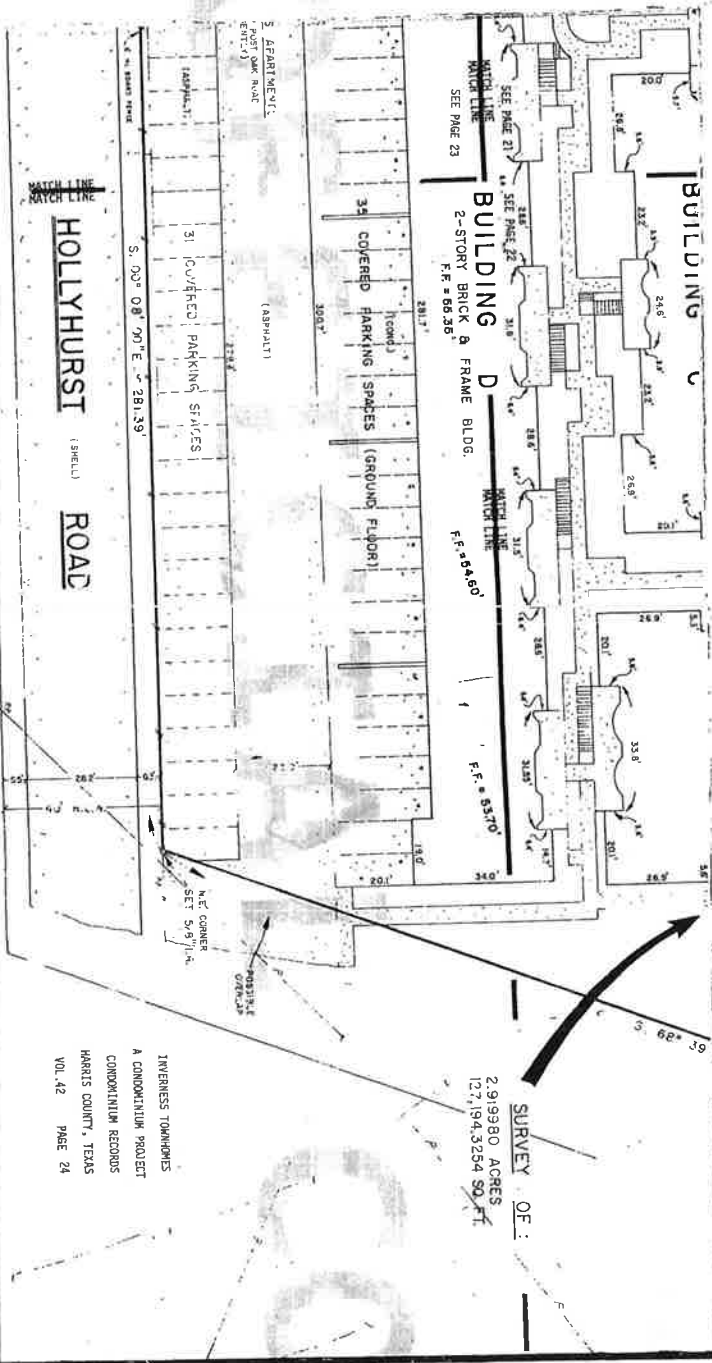
DETAIL "A"
NOT TO SCALE

BEING, PRESENTLY KNOWN AS THE INNERNESS APARTMENTS
LOCATED AT 800 SOUTH FULTON ROAD
BEING A S.O. OUT OF LOT NO. 9 OUT OF THE HOLLYHRET
SUBD. OF THE WA. PARKER TRACT RECORDED IN
VOL. 343 - PG. 173 OF THE H.C.R.
FURTHER DESCRIBED, BEING A CALLED 1.29X0.9 ACRE
TRACT SHOWN BY THE SURVEY PLAT PREPARED BY
H.C. PIERCE, A.E.S. NO. 1125, DATED 10-10-58.
LYING IN: WILIAM WHITE SURVEY ABSTRACT NO. 336
LOCATED: NORTHWESTELY QUADRANT UP THE INTER-
SECTION OF SOUTH FULTON ROAD WITH HOLLY-
HRET AVE.
BEING: 101. HOLLISTON, MARINA COUNTY, TEXAS

INTERESS: TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 23

INVERNESS TOWN SURVEY PLAT AND

HOLLY



VERNESS TOWNHOMES **KEY PLAN AND SLAB LOCATION**

		<p>STATE OF TEXAS</p> <p>I, RONNIE W. PATRICK, the undersigned registered public land surveyor and registered professional engineer, do hereby certify that the above is a true and correct representation of a survey of the ground under my supervision completed 4-11-77. There is a possible overlap as shown above.</p> <p><i>Ronnie W. Patrick</i> RONNIE W. PATRICK REGISTERED PROFESSIONAL ENGINEER 27973 REGISTERED PUBLIC LAND SURVEYOR 1510</p>	
JOB NO.	DATE	SCALE	DRAWN BY
E-6-77	6-27-77	1" = 20'	CRK. BT
<p>R. W. PATRICK & ASSOCIATES, INC.</p> <p>519 WISCONSIN AVE. 941-4812 SOUTH HOUSTON, TEXAS</p>		<p>SHEET 2 OF 8</p>	

INTERNESS TOWNHOMES
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 42 PAGE 24

SURVEY OF:
 2.919380 ACRES
 127,194.3254 SQ. FT.

[illegible][illegible]

DATE: 11/11/2011
PAGE: 11/11

KEY TAKEAWAYS

INVERNESS TOWNHOMES

LEGAL DESCRIPTION

	
FOR ROLLS 6-8-77	DATES 8-27-77 NOT TO EXCEED A.Y.
SCHOOL	SESSIONS PER YEAR
CITY	STATE
ZIP CODE	

R. W. PATRICK & ASSOCIATES, INC.
519 WISCONSIN AVE.
SOUTH HOUSTON, TEXAS 75850

LEGAL DESCRIPTION

2.91980 ACRES TRACT

SURVEY OF A 2.91980 ACRES (137,144.1254 square feet) Tract of land being
part of the survey of the Innermost Apartments located at 800 South Post Oak
Road, being also out of Lot No. 9 out of the Hollyhurst Subdivision of
the W.A. Parker Tract as shown by the plat recorded in being further described
No. 173 of the Harris County, Texas, deed books, and being further described
as called 2.9209 acre tract of land, and dated October 10, 1968, lying in the
by R.A. Polter, Survey, Abstract No. 835, located at the Northwest quarter
of the intersection of South Post Oak Road (being 120.00 feet wide right-of-
way) with Hollyhurst Road (being 40.00 feet wide right-of-way) in
Houston, Harris County, Texas; and being more particularly described by
Metes and Bounds as follows:

COMMENCING at a set 5/8 inch iron rod being the existing Northwest right-
of-way (R.O.W.) line of the said South Post Oak Road (being 120.00 feet wide
R.O.W.) with the West line of the said existing Southeast corner
40.00 feet wide R.O.W., and being also the East line
of the said 2.9209 acre tract of land and being also the East line
of Lot No. 9 of the said Hollyhurst Subdivision, for the herein described
Southeast corner of the herein described 2.91980 Acres Tract, and being
also the PLACE OF BEGINNING;

THENCE in a Southeasterly direction along the existing Northwest R.O.W.
line of the said South Post Oak Road (being 120.00 feet wide R.O.W.), and
being also along a curve to the right having a radius of 1,372.40 feet and
a central angle of 03° 15' 05", an arc length distance of 1,444.43 feet and
set 5/8 inch iron rod, being the point of beginning of the said tract, to the
right having a radius of 1,372.40 feet and being also an existing Southerly
corner of the herein described tract;

THENCE South 65° 41' 42" West along the existing Northwest R.O.W. line of
the said South Post Oak Road (being 120.00 feet wide R.O.W.), a distance of
255.87 feet to a set 5/8 inch iron rod, being the point of curvature of a
curve to the left having a radius of 1,444.43 feet and a central angle of
00° 12' 05", and being also an existing Southerly corner of the herein described
2.9209 acre tract of land, for a Southerly corner of the herein described
tract;

THENCE in a Southeasterly direction along the existing Northwest R.O.W.
line of the said South Post Oak Road (being 120.00 feet wide R.O.W.), and
being also along a curve to the left having a radius of 1,444.43 feet and a
central angle of 00° 12' 05", an arc length distance of 1,444.43 feet and
set 5/8 inch iron rod, being the existing being also the West line of Lot No. 9
called 2.9209 acre tract of land, for the Southeasterly corner of the
herein described tract;

THENCE North 00° 05' 15" East a distance of 543.10 feet along the West line
of Lot No. 9 of the said Hollyhurst Subdivision to a found 1 inch iron pipe,
being the Northwest corner of the said called 2.9209 acre tract
of land, also being the Northwest corner of Lot No. 9 of the said Hollyhurst
Subdivision, for the Northwest corner of the herein described tract;

THENCE South 68° 39' 04"
line of Lot No. 9 of the
said Hollyhurst Subdivision
being 40.00 feet wide
R.O.W., and being also the
Northeast corner of the
herein described tract of
land, for the Southeast
corner of the herein
described tract, and being
also the PLACE OF
BEGINNING.

Robert W. Polter
REGISTERED PUBLIC LAND
SURVEYOR
HARRIS COUNTY, TEXAS
April 11, 1977

MATCH LINE

SEE PAGE 27

SEE PAGE 28

MATCH LINE

THENCE South 68° 39' 04" East, a distance of 310.53 feet along the North-
west corner of the said Hollyhurst Subdivision to a set 5/8 inch iron
rod lying in the existing Westside R.O.W. line of the said Hollyhurst Road
being 40.00 feet wide R.O.W.), and being the Northwesterly corner of lot
No. 9 of the said Hollyhurst Subdivision, and being also the existing North-
Northeast corner of the said called 2.92099 acre tract of land, for the
containing 2.91980 Acres (127,194.3254 square feet) of land.

James W. Pate
JAMES W. PATE
Registered Public Land Surveyor No. 1510
Registered Professional Engineer No. 27973
April 11, 1977

by R.O.W.
and
to the
Southern
corner
M. line of
of a
of a
called
R.O.W.
and
to the
said
lot No. 9
the
West line
from pipe
acres tract
and Hollyhurst
tract;

SEE PAGE 28

SEE PAGE 29

MATCH LINE

MATCH LINE

INTEREST TOWNSHIPS
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 28

MATCH LINE

THENCE North 00° 05' 18" West, a distance of 54.10 feet along the West line of Lot No. 10 of the said Hollyhurst Subdivision to a found 1 inch iron pipe, being the existing Northwest corner of the said called 2.9209 acre tract of land, also being the Northwest corner of Lot No. 9 of the said Hollyhurst Subdivision, for the Northwest corner of the herein described tract;

SEE PAGE 26

SEE PAGE 29

MATCH LINE

SEE PAGE 27

Copy

R.O.M.
and
a
sec
No. 9
SEE PAGE 26
SEE PAGE 27
SEE PAGE 28
SEE PAGE 29
SEE PAGE 30
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SEE PAGE 98
SEE PAGE 99
SEE PAGE 100

MATCH LINE

MATCH LINE

INVERNESS TOWNHOMES

LEGAL DESCRIPTION



JOB NO.	DATE	SCALE	DRAWN BY	CHK. BY	SHEET	OF
E-6-77	6-27-77	NOT TO SCALE		R. P.	3	8

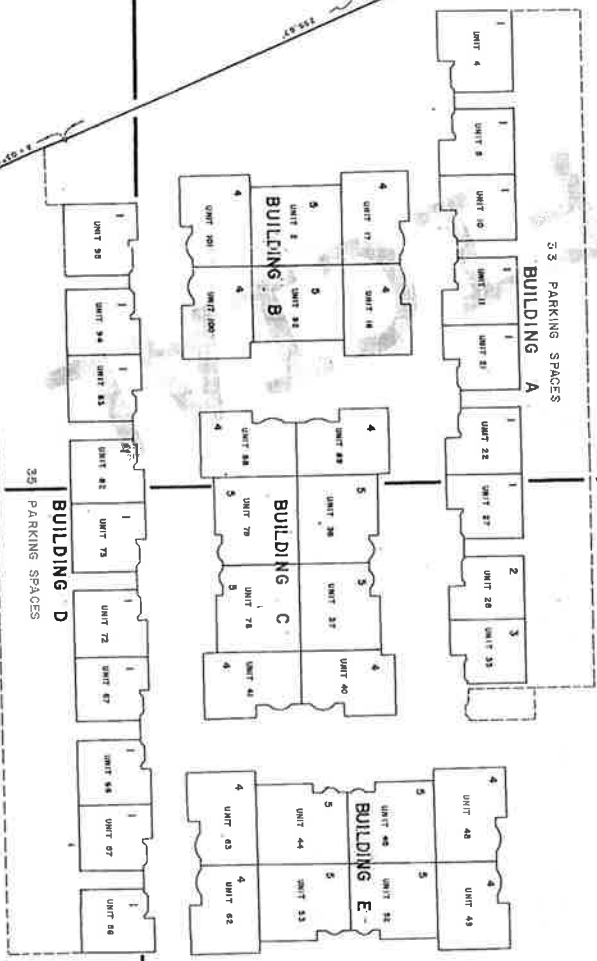
R. W. PATRICK & ASSOCIATES, INC.
519 WISCONSIN
941-4812
SOUTH HOUSTON, TEXAS

INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 29



SOUTH POST OAK ROAD

HOLLYHURST ROAD



KEY MAP

NOTE:
NUMBER IN LEFT HAND CORNER OF INDIVIDUAL
UNIT INDICATES UNIT TYPE, SEE SHEETS 6 & 7
FOR DIMENSIONS.



INVERNESS TOWNHOMES
FIRST FLOOR UNIT LAYOUT
P. W. PATRICK & ASSOCIATES, INC.
215 WISCONSIN
SOUTH WISCONSIN, 78046

INVENESS TOWNHOMES
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 42 PAGE 31

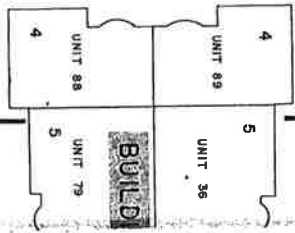
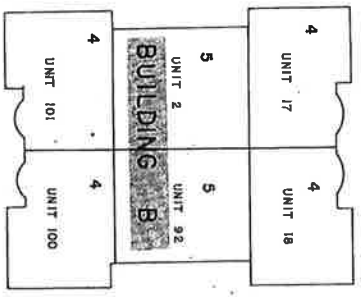
$\Delta = 00^{\circ}12'08"$
 $R = 1444.43'$
 $L = 508'$

SOUTH POST OAK ROAD
 MATCH LINE

$86^{\circ}41'42" W$
 $255.67'$

33 PARKING SPACES

BUILDING A



$N 00^{\circ}05'18" W$
 $543.0'$

MATCH LINE

SEE PAGE 32

SEE PAGE 33

SEE PAGE 34

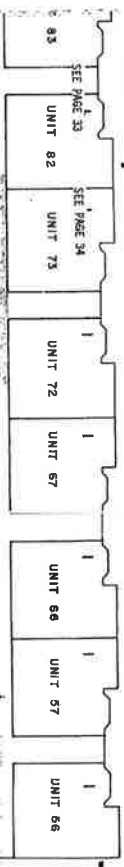
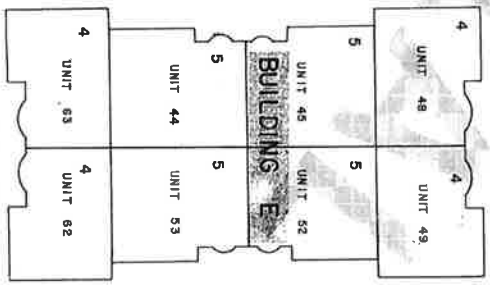
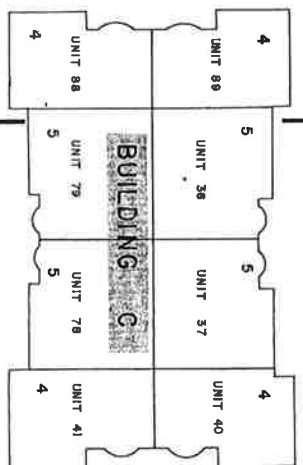
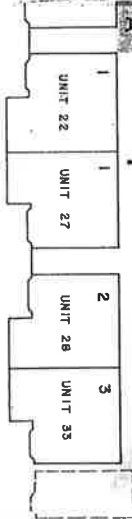
BUILD

00° 05' 18" W 543.10'

MATCH LINE

ACES

A



SEE PAGE 31

SEE PAGE 33

SEE PAGE 34

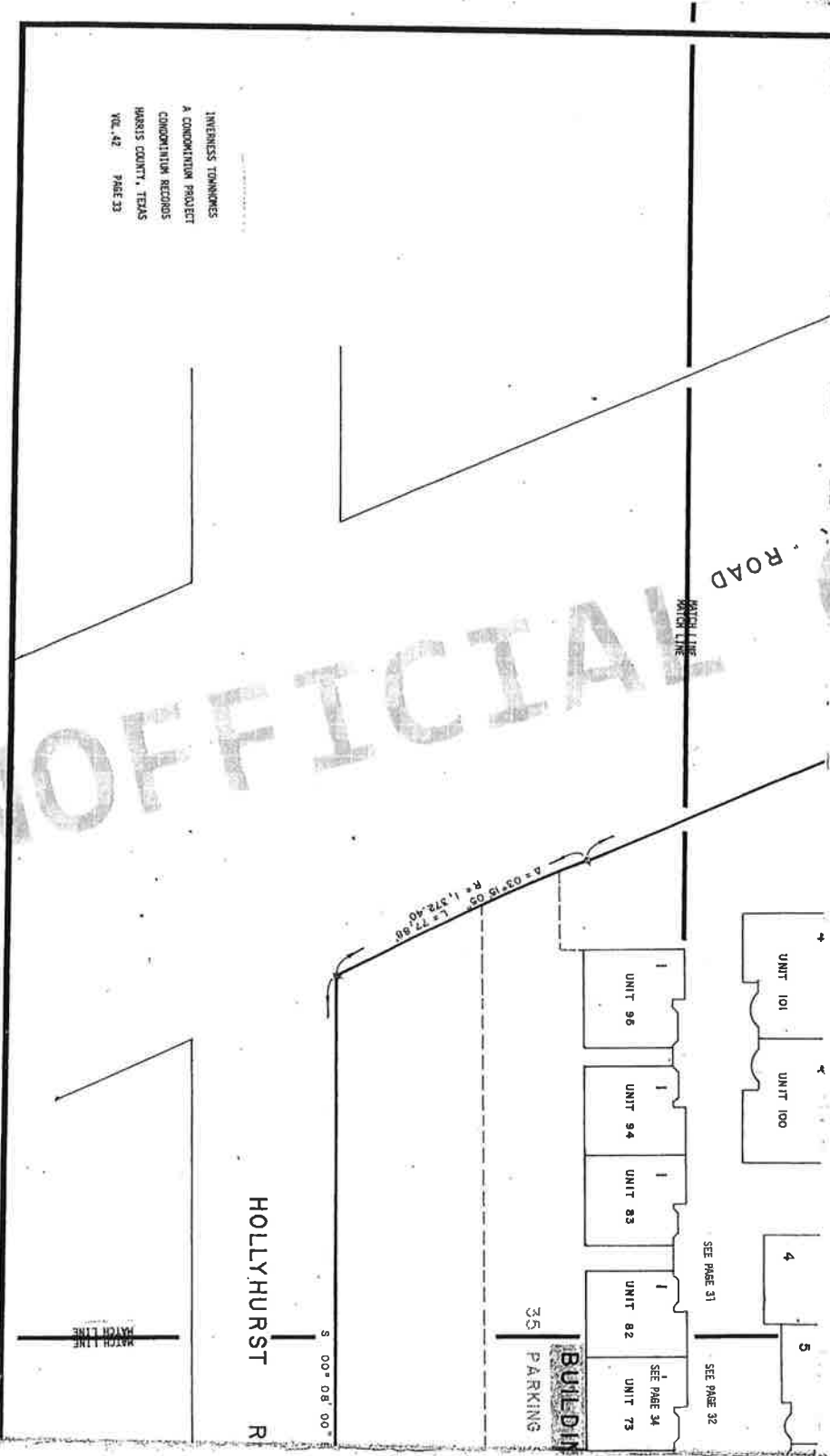
MATCH LINE

68° 39' 04" E 330.63'



TOWNESSE TOWNHOMES
A CONDOMINIUM PROJECT
COMMUNITUM RESIDIOS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 32

UNOFFICIAL COPY



INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 33

HOLLYHURST ROAD

S 00° 08' 00" E 281.39'

35 PARKING SPACES

BUILDING D

UNIT 83

UNIT 82

UNIT 73

UNIT 72

UNIT 67

UNIT 66

UNIT 57

UNIT 56

SEE PAGE 31

SEE PAGE 32

MATCH LINE

INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 34

NOTE:
NUMBER IN LEFT HAND CORNER OF INDIVIDUAL
UNIT INDICATES UNIT TYPE, SEE SHEET 6 & 7
FOR DIMENSIONS.

INVERNESS TOWNHOMES

FIRST FLOOR UNIT LAYOUT

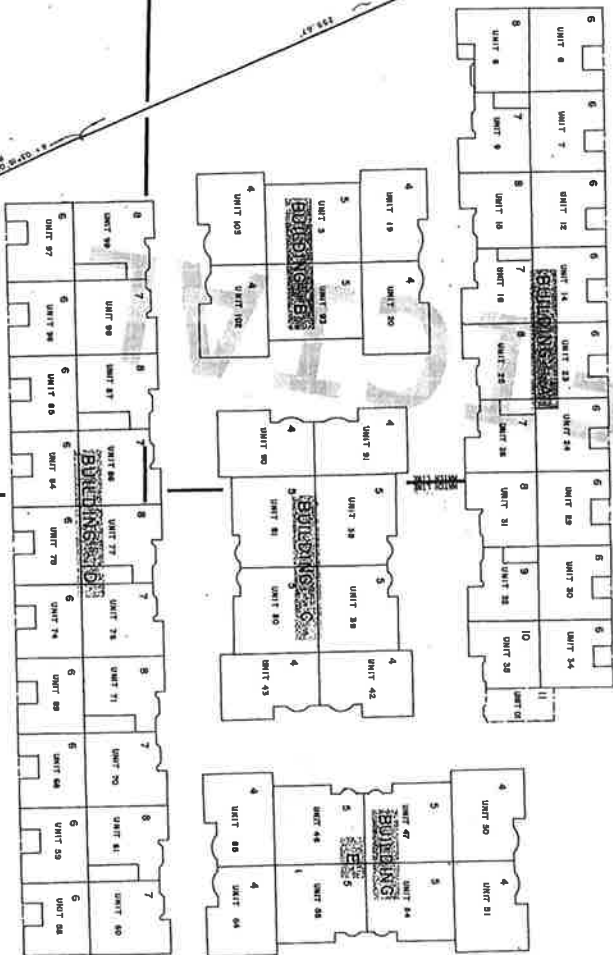
JOB NO. DATE SCALE DRAWN BY CHK. BY SHEET 4 OF 8
E-6-77 6-27-77 1" = 20' P.G. R.P.
R. W. PATRICK & ASSOCIATES, INC.
519 WISCONSIN 941-4812 SOUTH HOUSTON, TEXAS





SOUTH POST OAK ROAD

HOLLYHURST ROAD



INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
UNITS 1-11, 20-21
VOL. 42 PAGE 23

KEY MAP

NOTE:
NUMBER IN LEFT HAND CORNER OF INDIVIDUAL
UNIT INDICATES UNIT TYPE, SEE SHEET S.B. 7
FOR DIMENSIONS.

INVERNESS TOWNHOMES

SECOND FLOOR UNIT LAYOUT



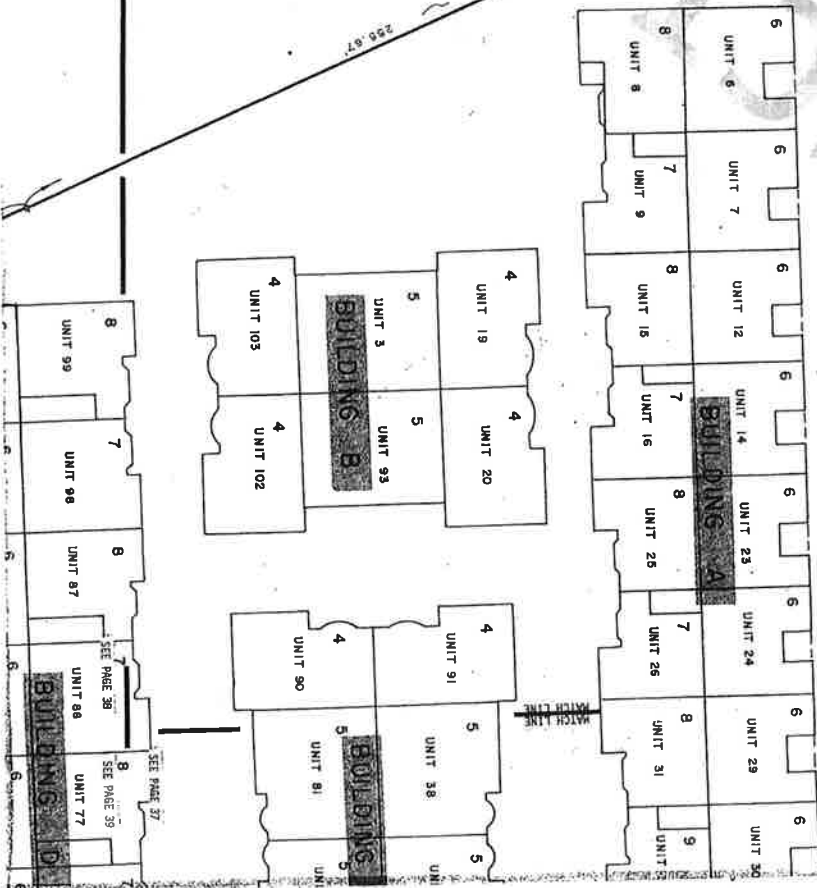
E. W. PATRICK & ASSOCIATES, INC.
375 WISCONSIN
MILWAUKEE

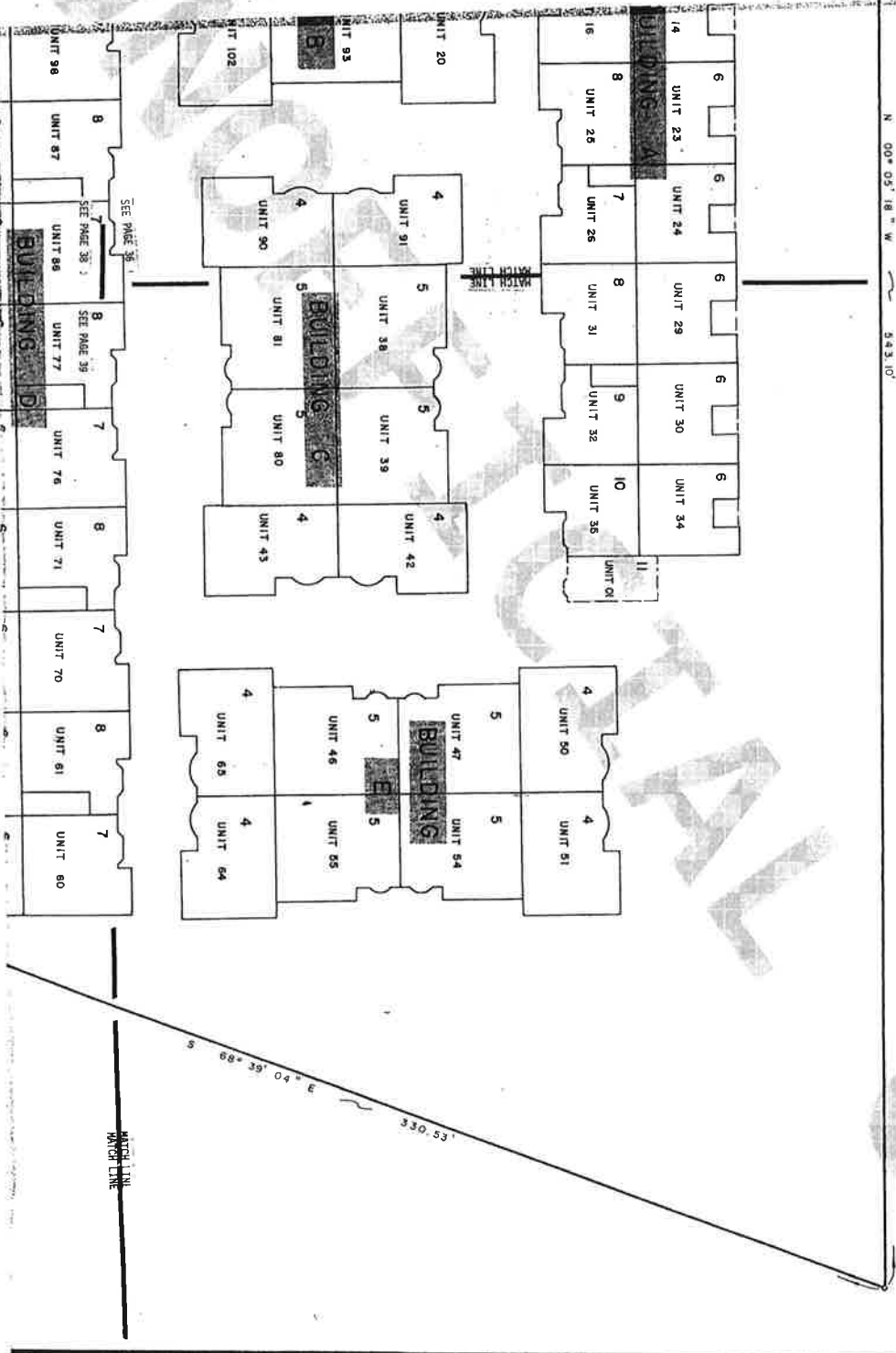
INWESS TOWNHOMES
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 42 PAGE 36

$\Delta = 00^{\circ} 12' 05''$
 $R = 1,444.43'$
 $L = 5.08'$

SOUTH POST OAK ROAD
 MATCH LINE
 MATCH LINE

N $00^{\circ} 05' 18''$ W 543.10'





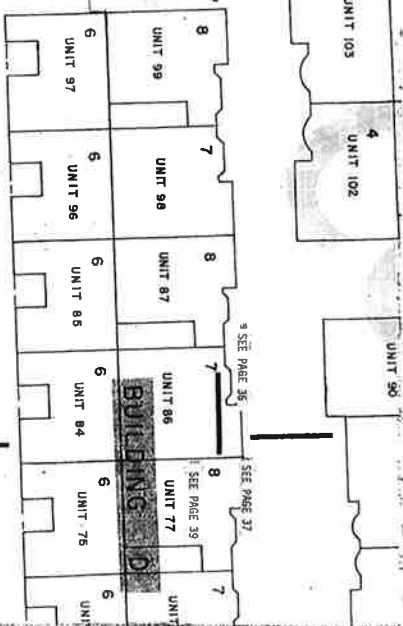
INVERNESS TOWNHOMES
 A CONDOMINIUM PROJECT
 CONDOMINIUM RECORDS
 HARRIS COUNTY, TEXAS
 VOL. 42 PAGE 37

INTERESS TOWNHOMES
A CONDOMINIUM PROJECT
COMPLETION RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 38

AK ROAD

MATCH LINE

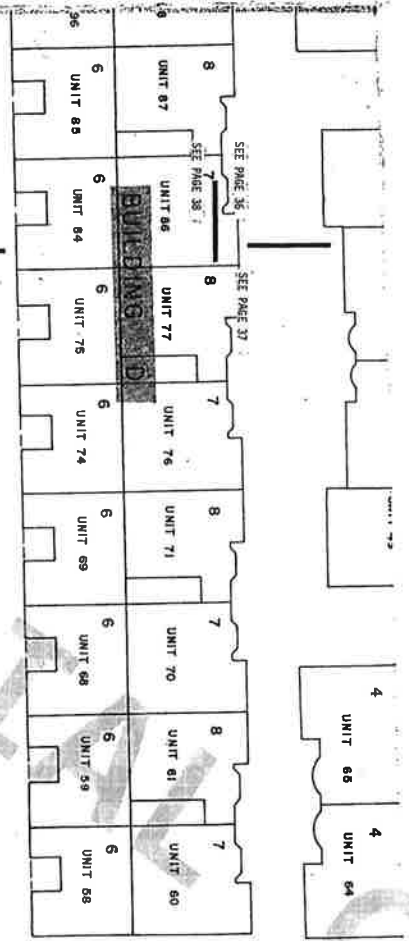
6.1 05°15'05" L 1.572.40'
R 4.1 05°15'05" L 1.572.40'



HOLLYHURST ROAD

S 00° 08' 00" E

MATCH LINE



HOLLYHURST ROAD

S 00° 08' 00" E 281.39'

INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
COMING TO RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 39

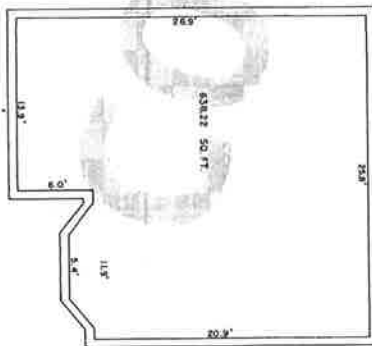


INVERNESS TOWNHOMES **SECOND FLOOR UNIT LAYOUT**

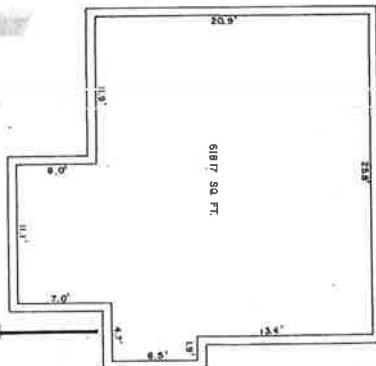
JOB NO. 6-77 DATE 6-27-77 SCALE 1" = 20' DRAWN BY P. G. CHK. BY H. R. SHEET 5 OF 8
R. W. PATRICK & ASSOCIATES, INC.
519 WISCONSIN 941-4812 SOUTH HOUSTON, TEXAS

NOTE:
NUMBER IN LEFT HAND CORNER OF INDIVIDUAL
UNIT INDICATES UNIT TYPE, SEE SHEET 6 & 7
FOR DIMENSIONS.

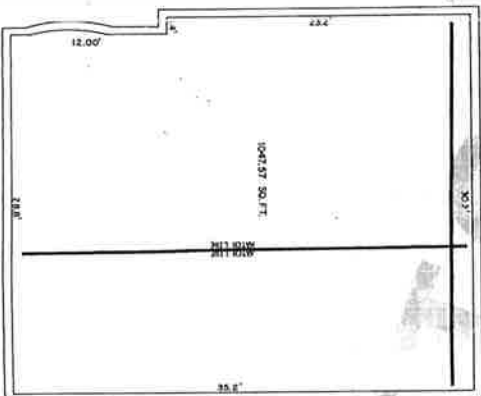
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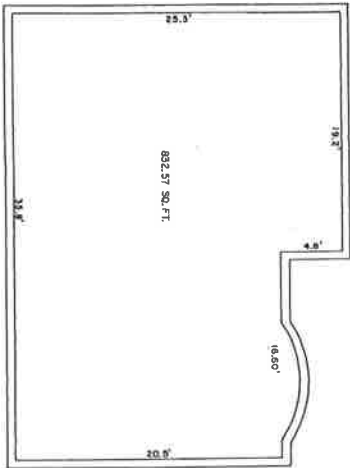
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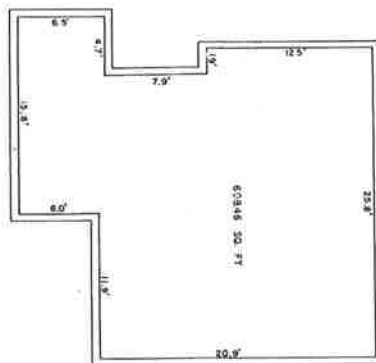
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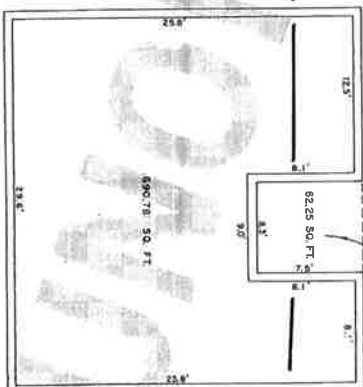
UNIT TYPE 4



UNIT TYPE 3

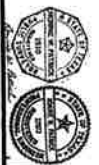


UNIT TYPE 6



TYPICAL BALCONY

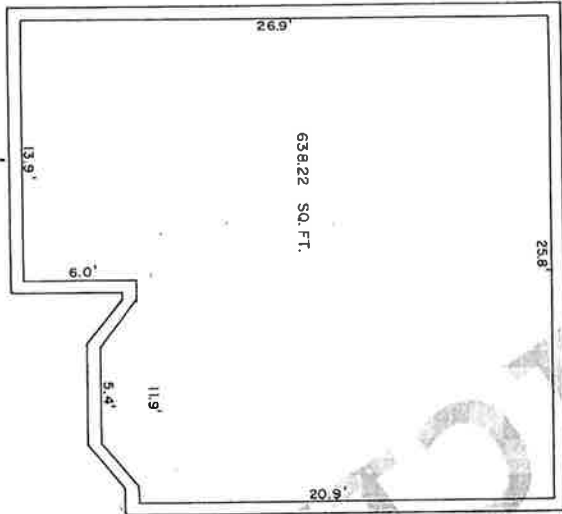
INVERNESS TOWNHOMES
TYPICAL UNITS



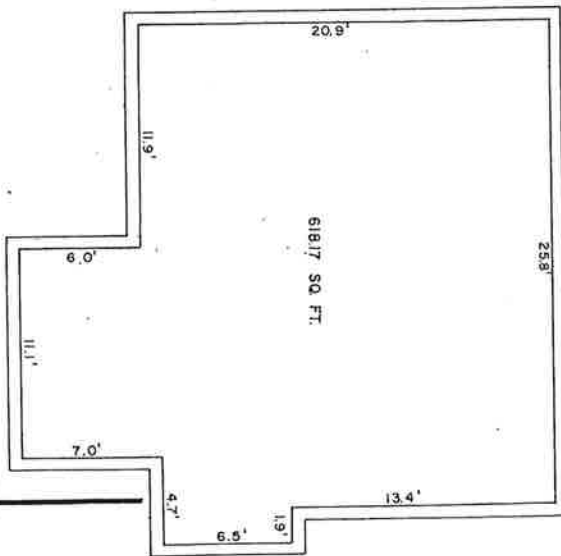
DATE: 6-27-77
SCALE: 1" = 4'-0"
DRAWN BY: R. W. PATRICK
CHECKED BY: R. W. PATRICK
UNIT: 6
SOUTH WILSON, TEXAS

JENNERS TOWNSHIP
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 41

UNIT TYPE 1



UNIT TYPE 2



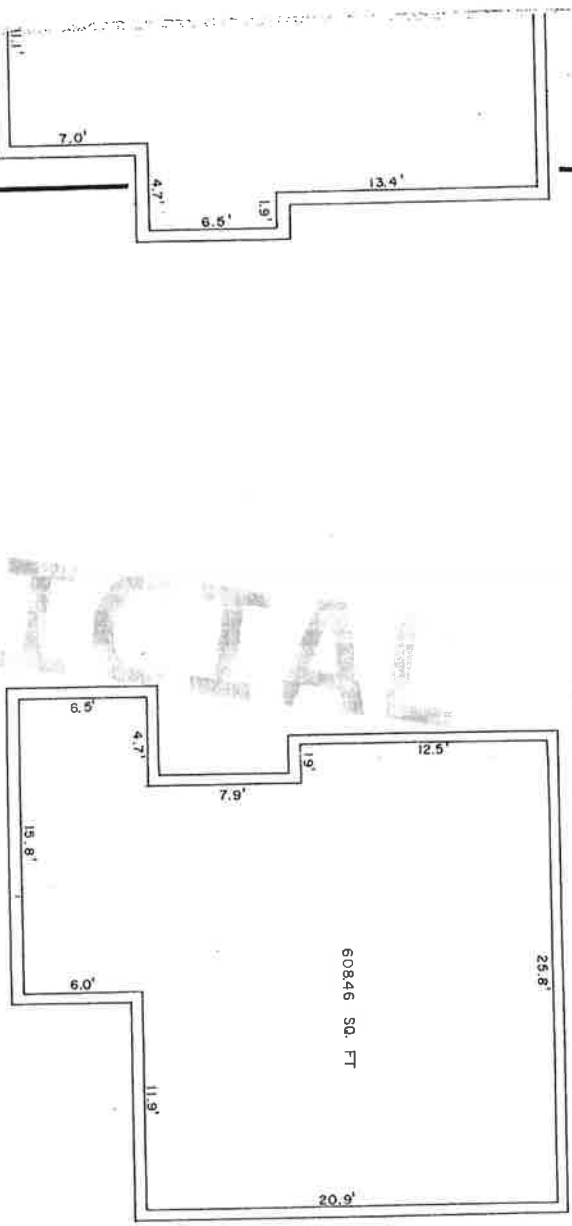
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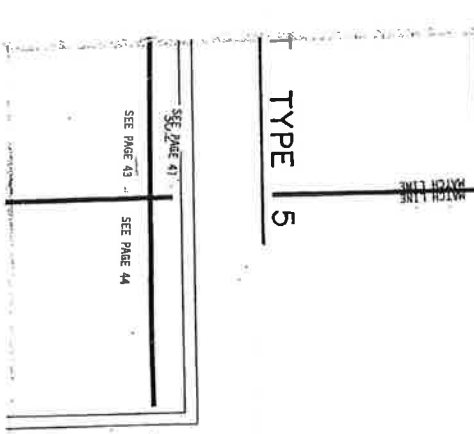
MATCH LINE
MATCH LINE

30.2' SEE PAGE 42
SEE PAGE 43
SEE PAGE 44

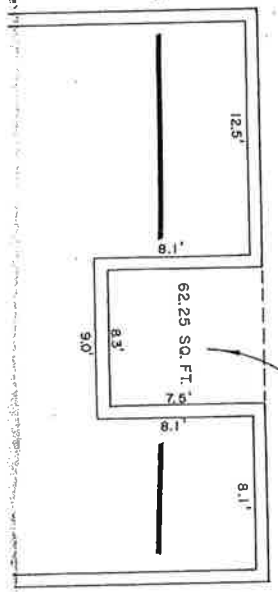
UNIT TYPE 3



TYPE 5

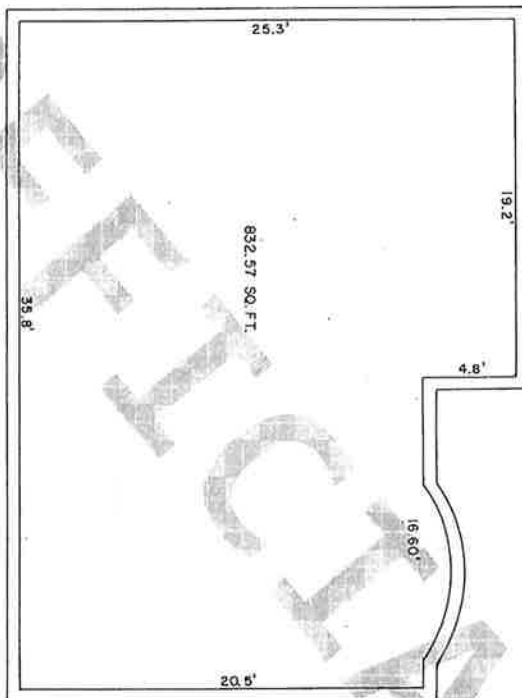


UNIT TYPE 6

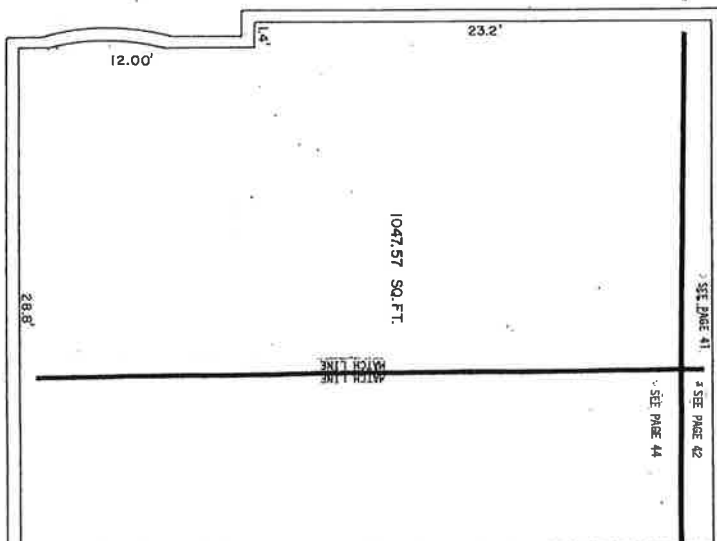


INTERESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 43

UNIT TYPE 4



MATCH LINE

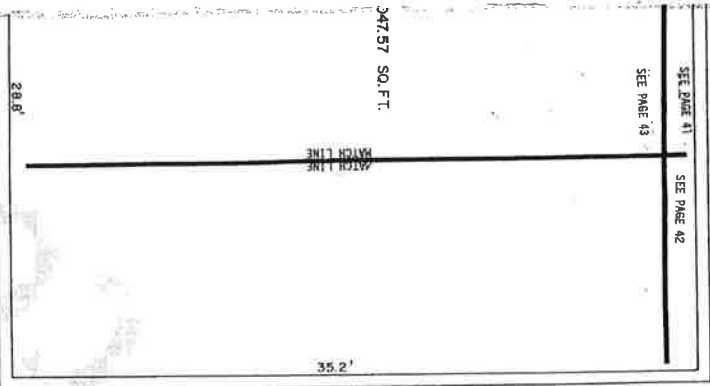


SEE PAGE 41

SEE PAGE 42

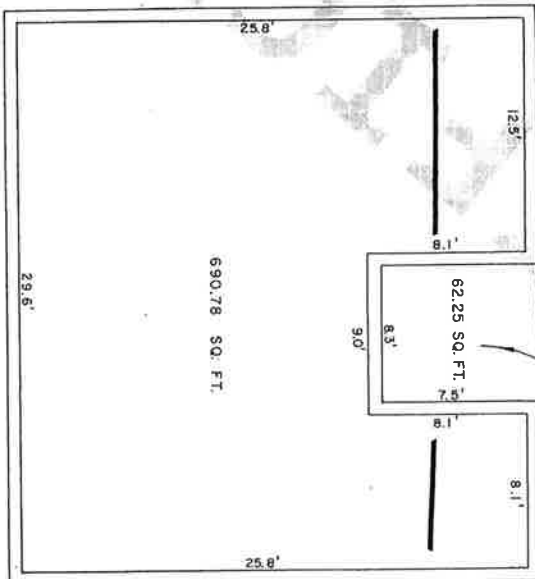
UNIT TYPE 5

TYPE 5



UNIT TYPE 6

TYPICAL BALCONY



INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
COMPLIANT WITH RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 44



INVERNESS TOWNHOMES

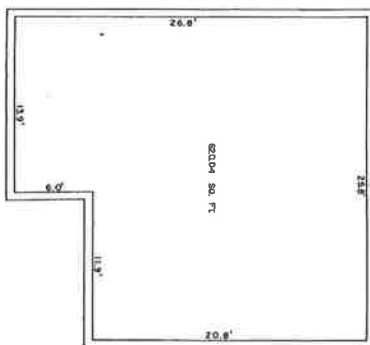
TYPICAL UNITS

JOB NO.	DATE	SCALE	DRAWN BY	CHK. BY	SHEET	OF
E-6-77	6-27-77	1" = 4'	F. G.	R. P.	8	9

R. W. PATRICK & ASSOCIATES, INC.

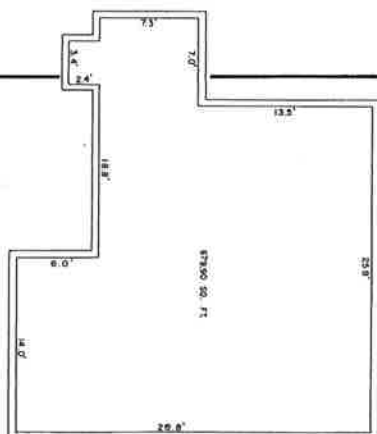
SOUTH HOUSTON, TEXAS

UNIT TYPE 7

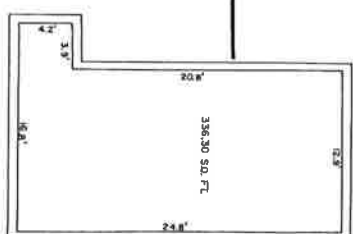


COPY

UNIT TYPE 8



TYPE 11 UNIT



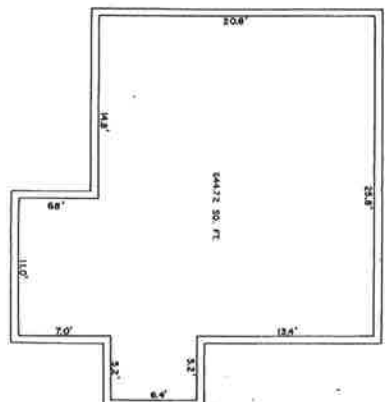
100% LINE

100% LINE

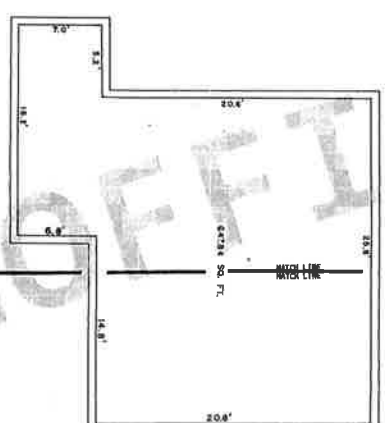
INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM ACT
MADE COUNTY, TEXAS
70.41' 100.00'

KEY MAP

UNIT TYPE 9



UNIT TYPE 10



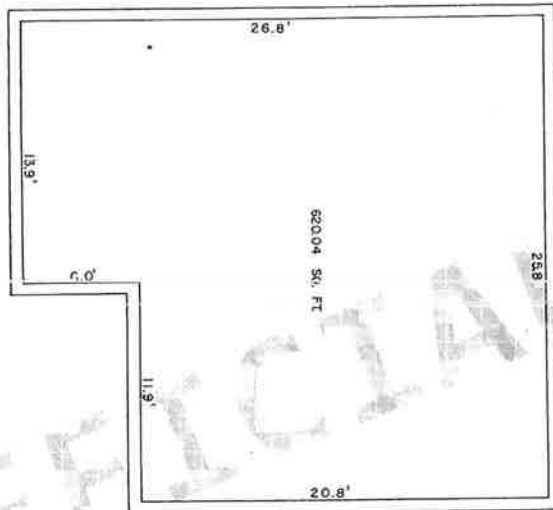
279 WILSON
R. W. PATRICK & ASSOCIATES, INC.
14140
SOUTH HOUSTON, TEXAS

INVERNESS TOWNHOMES
TYPICAL UNITS

DATE	NO.	BY	CHK	APP	DATE
10/1/10	1	RWP	RWP	RWP	10/1/10

TWINESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 46

UNIT TYPE 7



25.8'

MATCH LINE
MATCH LINE

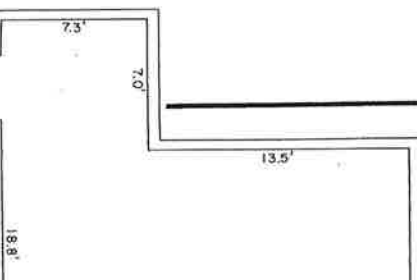
MATCH LINE
MATCH LINE

UNIT

SEE PAGE 47

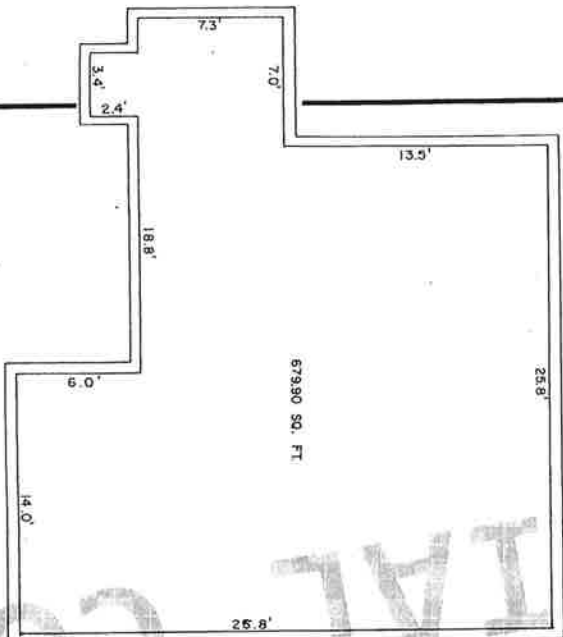
SEE PAGE 48
SEE PAGE 49

25.8'



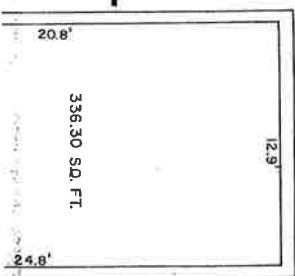
UNIT TYPE 8

67930 SQ. FT.



TYPE II UNIT

33630 SQ. FT.



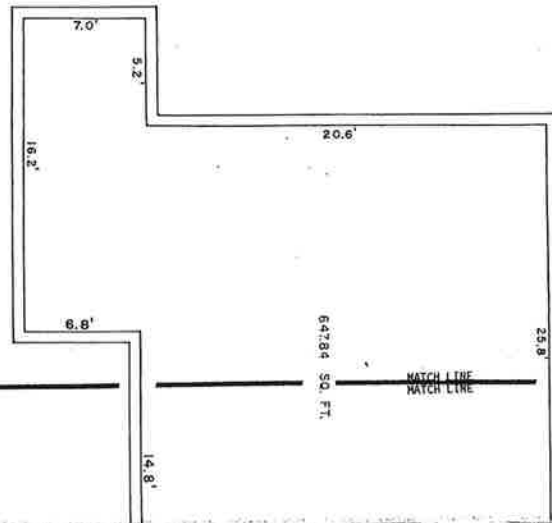
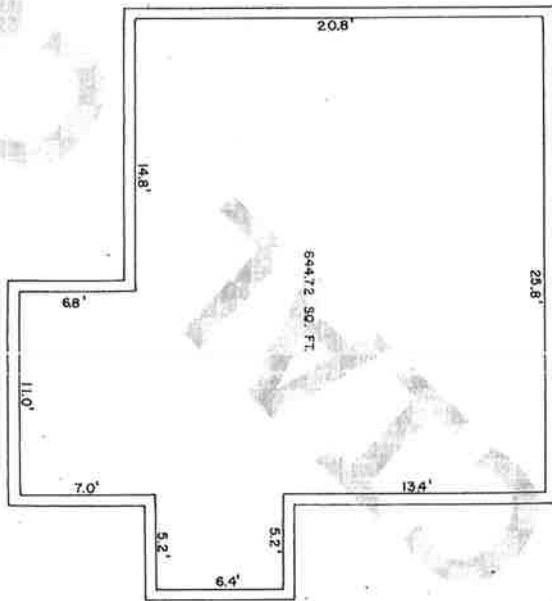
SEE PAGE 46
SEE PAGE 49

25.8'

MATCH LINE

INTERESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 48

UNIT TYPE 9



UNIT TYPE

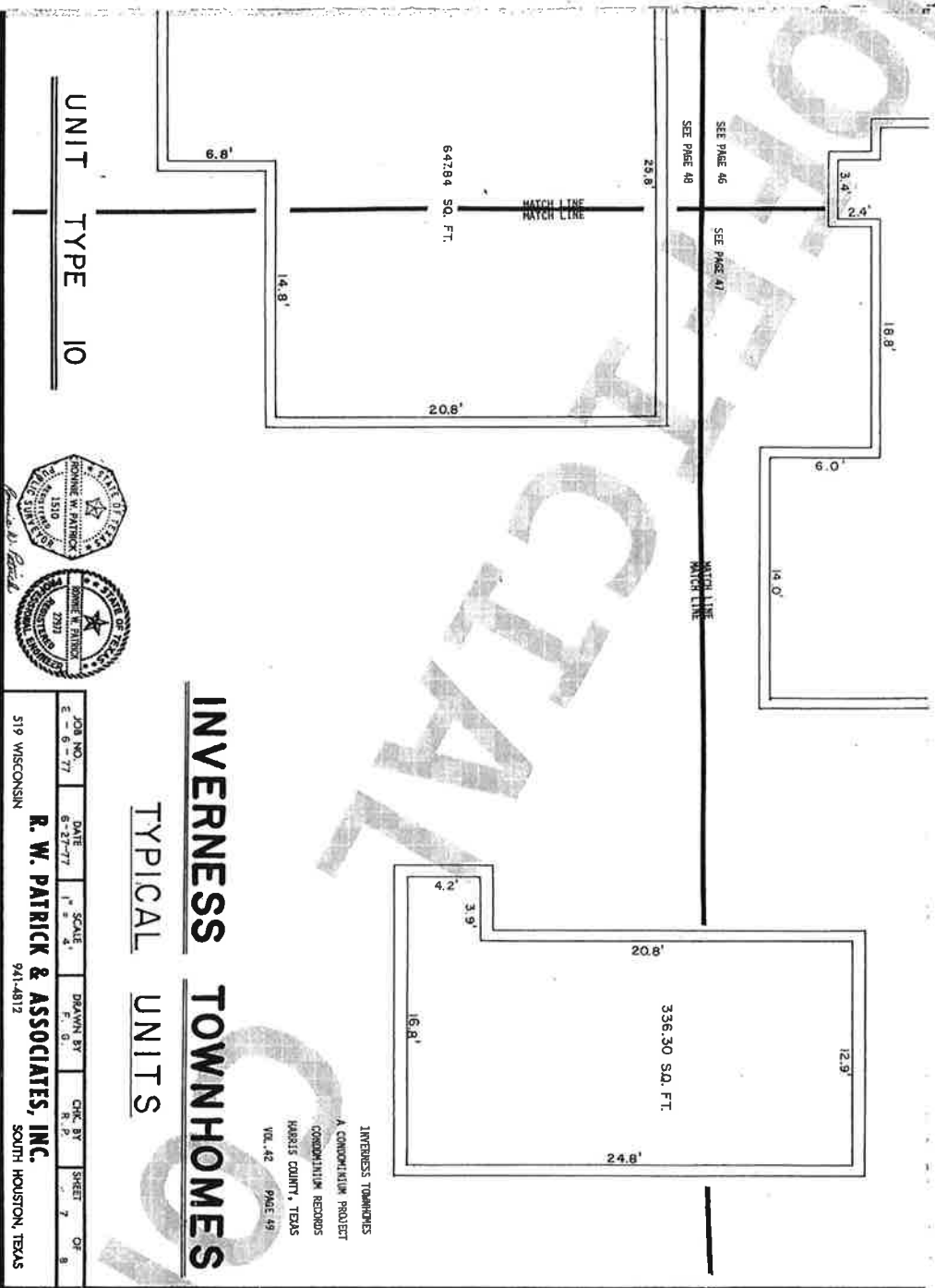
MATCH LINE
MATCH LINE

SEE PAGE 46

SEE PAGE 47

SEE PAGE 49

MATCH LINE
MATCH LINE



UNIT TYPE 10



INVERNESS TOWNHOMES

TYPICAL UNITS

JOB NO.	DATE	SCALE	DRAWN BY	CHECK BY	SHEET	OF
E-6-77	6-27-77	1" = 6'-0"	R. W. P.	R. W. P.	7	8

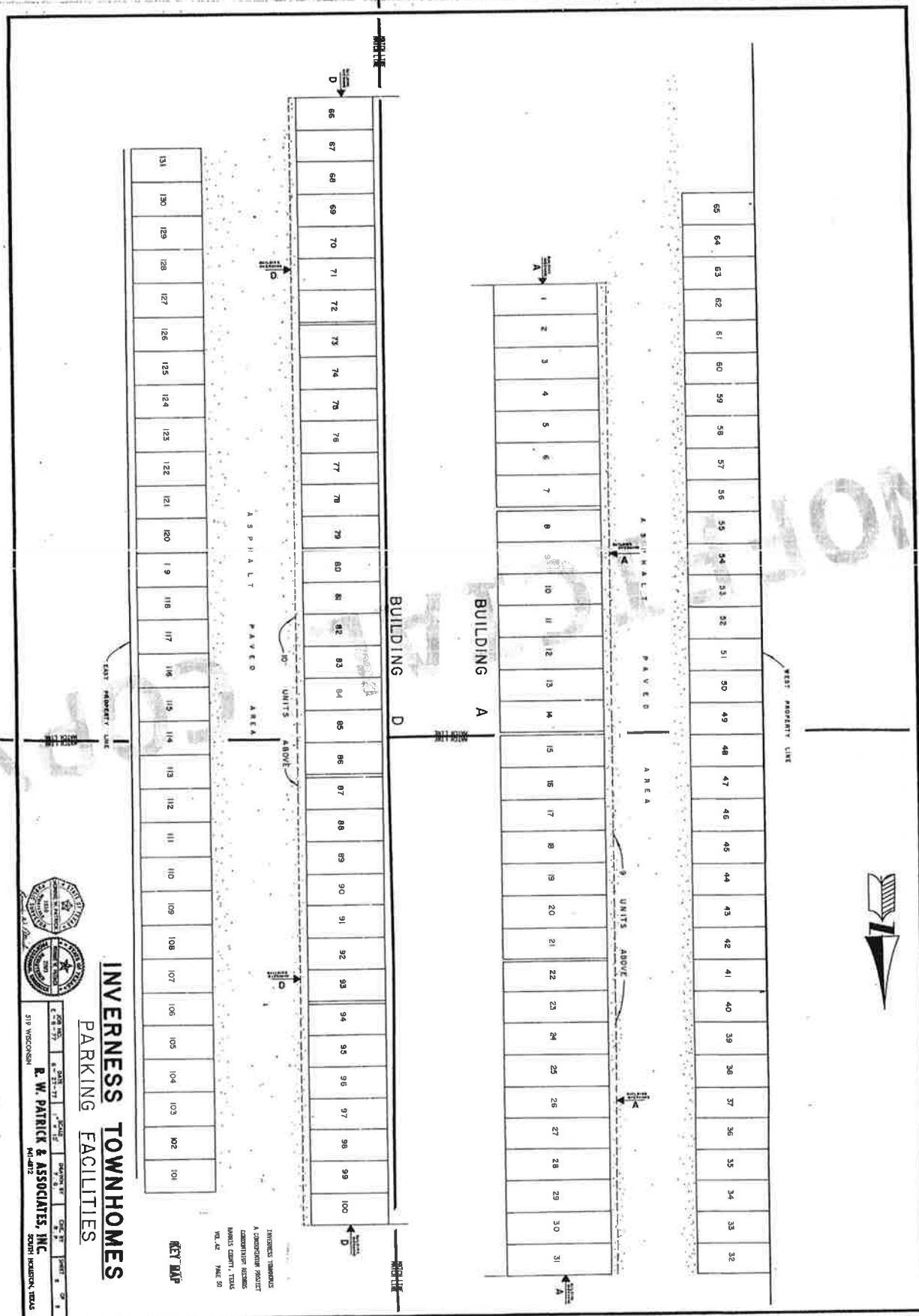
R. W. PATRICK & ASSOCIATES, INC.

519 WISCONSIN

941-4812

SOUTH HOUSTON, TEXAS

INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 49

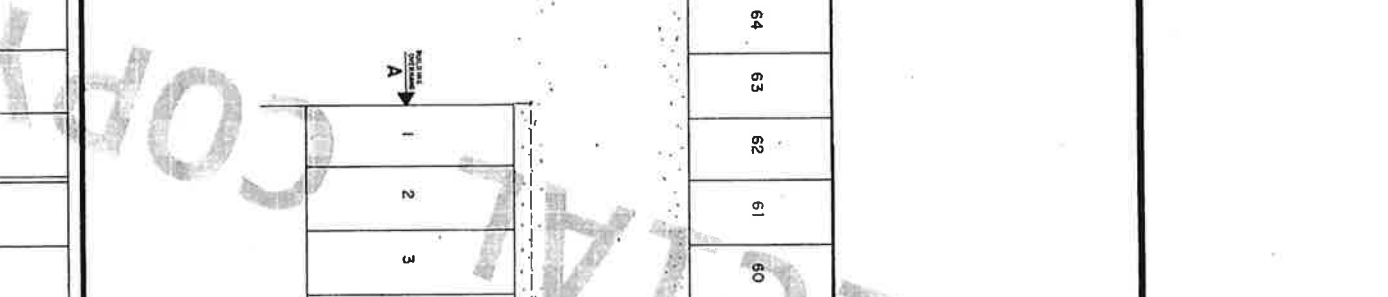


INVERNESS TOWNHOMES
PARKING FACILITIES
R. W. PATRICK & ASSOCIATES, INC.
519 WISCONSIN
P41-012
SOUTH HOUSTON, TEXAS

KEY MAP

INVERNESS TOWNHOMES
A CONCEPTUAL PROJECT
CONCEPTUAL RECORD
HARRIS COUNTY, TEXAS
V.L. 42 PAGE 20

UNOFFICIAL





INTERESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 57

WEST PROPERTY LINE

52	51	50	49	48	47	46	45	44	43	42	41	40	39	38	37	36	35	34	33	32
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

P A V E D

A R E A

9 UNITS ABOVE

BUILDING OVERLAP
A

11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

BUILDING A

BUILDING

SEE PAGE 57

SEE PAGE 54

82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

SEE PAGE 54

D

BUILDING A

COPY

WATER LINE
MATCH LINE

SEE PAGE 51
D

66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

SEE PAGE 54

BUILDING : SEE PAGE 51

: SEE PAGE 52

SEE PAGE 51
D

ASPHALT PAVED AREA

10' UNITS ABOVE

131	130	129	128	127	126	125	124	123	122	121	120	119	118	117	116	115	114	113	112
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

EAST PROPERTY LINE

INTERESS TOWNSHIP
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 42 PAGE 53

WATER LINE
MATCH LINE

ENDING

SEE PAGE 51

SEE PAGE 52

MATCH LINE

82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

SEE PAGE 53

BUILDING OVERLAP

10' UNITS ABOVE

PAVED AREA

117	116	115	114	113	112	111	110	109	108	107	106	105	104	103	102	101
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

INVERNESS TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
PARADES COUNTY, TEXAS
VOL. 42 PAGE 54

EAST PROPERTY LINE

INVERNESS TOWNHOMES

PARKING FACILITIES

CONTRACT NO. 1
JUL 12 1977
COUNTY CLERK, TEXAS
HARRIS COUNTY, TEXAS



JOB NO. E-6-77 DATE 6-27-77 SCALE 1" = 10' DRAWN BY CMC: BT SHEET 8 OF 8
R. W. PATRICK & ASSOCIATES, INC.
519 WISCONSIN 941-4812 SOUTH HOUSTON, TEXAS

NORTH / WEST
ADJOINER

FILED BY
FIDELITY NATIONAL TITLE

140
28
F

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Y509619
06/02/05 100812937 \$28.00

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

140
28
F

THAT INTERFIN HOLDINGS LP, a Texas limited partnership, acting by and through its duly authorized representatives ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, unto AMREIT UPTOWN PARK, LP, a Texas limited partnership, whose address is 8 Greenway Plaza, Suite 1000, Houston, Texas 77046, Attention: Mr. Tenel H. Tayar ("Grantee"), that certain tract or parcel of land situated in Harris County, Texas (the "Land") being more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes together with (i) all improvements located thereon (collectively with the Land hereinafter referred to as the "Subject Property") and (ii) all and singular the rights, privileges, advantages, and appurtenances pertaining to the Subject Property including all right, title, and interest of Grantor, reversionary or otherwise, to all easements upon the Subject Property and all adjacent roads, alleys, streets, strips, gores, or rights-of-way, if any, on or immediately abutting the Subject Property.

This Special Warranty Deed is executed by Grantor and is accepted by Grantee subject to those matters expressly set forth and described in Exhibit B attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Subject Property, subject to the Permitted Exceptions, together with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Grantee, and Grantee's successors and assigns, forever. Grantor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Subject Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, subject to the Permitted Exceptions.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE SUBJECT PROPERTY AND THAT GRANTEE, PRIOR TO THE DATE HEREOF, INSPECTED THE SUBJECT PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES

RETURN TO BRANCH

Page 1

4
COMMERCIAL

THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE SUBJECT PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE) THOROUGHLY INSPECTED AND EXAMINED THE SUBJECT PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE SUBJECT PROPERTY AND ALL OTHER ASPECTS OF THE SUBJECT PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY), AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE SUBJECT PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS SPECIAL WARRANTY DEED, GRANTEE HEREBY ACCEPTS THE SUBJECT PROPERTY ON THE DATE HEREOF IN ITS "AS IS," "WHERE IS" CONDITION AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH HEREINABOVE AND ANY WARRANTIES EXPRESSLY ASSIGNED TO GRANTEE SIMULTANEOUSLY HERewith. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE SUBJECT PROPERTY TO GRANTEE, GRANTOR AND GRANTOR'S OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES ("GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS TO TITLE AS HEREINABOVE PROVIDED AND ANY WARRANTIES EXPRESSLY ASSIGNED TO GRANTEE SIMULTANEOUSLY HERewith), OF OR RELATING TO THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO (i) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, TENANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (ii) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE SUBJECT PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE SUBJECT PROPERTY, (iv) THE ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE SUBJECT PROPERTY WITH

REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (v) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE SUBJECT PROPERTY. THE GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) AS OF THE DATE HEREOF RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE SUBJECT PROPERTY. GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE SUBJECT PROPERTY WHICH GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE SHALL BE AT GRANTEE'S SOLE EXPENSE. GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE SUBJECT PROPERTY.

Ad valorem taxes for the year 2005 have been prorated between Grantor and Grantee through the date hereof and Grantee expressly assumes the payment of such taxes for such year.

EXECUTED as of May 31, 2005.

[Signatures on Following Page]

GRANTOR:

INTERFIN HOLDINGS LP, a
Texas limited partnership

By: Interfin Corporation
a Texas corporation
Its: General Partner

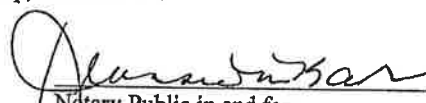
By: 
Giorgio Borlenghi, President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of May, 2005, by Giorgio Borlenghi, President of Interfin Corporation, a Texas corporation, General Partner of Interfin Holdings LP, a Texas limited partnership, on its behalf.




Notary Public in and for
the State of Texas

[Signature Pages Continue]

GRANTEE:

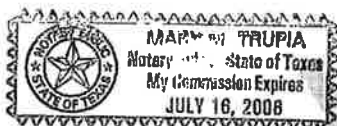
AMREIT UPTOWN PARK, LP,
a Texas limited partnership

By: AmREIT Uptown Park GP, Inc.,
a Texas corporation
Its: General Partner

By: H. Kerr Taylor, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of May, 2005, by H. Kerr Taylor, President of AmREIT Uptown Park GP, Inc., a Texas corporation, General Partner of AmREIT Uptown Park, LP, a Texas limited partnership, on behalf of said limited partnership.



Mary M. Trupia
Notary Public in and for
the State of Texas

[End of Signatures]

Attachments:

Exhibit A – Legal Description of Land
Exhibit B – Permitted Exceptions

Upon Recordation, Return to:

Mayer, Brown, Rowe & Maw LLP
Attn: Deann Lanz
700 Louisiana St., Suite 3600
Houston, Texas 77002

EXHIBIT A

Unrestricted Reserve "C" of Uptown Park Subdivision, Section Two, an addition in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 363110 of the Map Records of Harris County, Texas; and Easements for ingress, egress and sewer and force main created in that certain Grant of Easements dated March 2, 2004, by and between Montebello Development Company LP and Interfin Holdings LP filed for record on March 4, 2004, under Harris County Clerk's File No. X437517, as amended by that certain Amendment to Grant of Easement dated April 28, 2005, by and between Montebello Development Company LP and Interfin Holdings LP filed for record on March 2, 2005, under Harris County Clerk's File No. Y432460.

0010-25-0100

EXHIBIT B

1. Restrictive covenants set forth under Film Code No. 363110 of the Map Records of Harris County, Texas.
2. An access window, 25 foot utility easement and 15 foot utility easement, all as reflected by the plat recorded under Film Code No. 353136 of the Map Records of Harris County, Texas.
3. 10 foot building lines as reflected by the plat recorded under Film Code No. 354053 of the Map Records of Harris County, Texas.
4. Storm sewer easement 40 feet in width granted to the City of Houston by instrument recorded under Harris County Clerk's File No. N922262.
5. Sanitary Sewer easement 10 feet wide across the subject property granted to the City of Houston by instrument recorded under Harris County Clerk's File No. P247027. (Reserve "C")
6. An easement 10 feet wide along the west property line for the use of public utilities as reflected by plat recorded in Volume 17, Page 11 of the Map Records of Harris County, Texas. (Reserve "C")
7. Easement in and to any drainage ditch abutting or traversing subject property, for the purpose of ingress and egress to maintain such drainage ditch, retained for the use of R.W. Gillette and/or public authorities as set forth in deed recorded in Volume 1251, Page 86 of the Deed Records of Harris County, Texas. (Reserve "C")
8. Ground, aerial and guy wire easements granted to Houston Lighting and Power Company by instrument recorded under Harris County Clerk's File No. N869921, as partially released by Clerk's File No. X926107. (Reserve "C")
9. Easement for sanitary sewer and storm sewer purposes as reflected by City of Houston Ordinance No. 93-1395, a certified copy of which is recorded under Harris County Clerk's File No. P557025. (Reserve "C")
10. Easement granted to Southwestern Bell Telephone, L.P. by instrument recorded under Harris County Clerk's File No. W254194. (Reserve "C")
11. Ground and aerial easements as set forth and defined in instrument granting same to CenterPoint Energy Houston Electric, LLC filed for record under Harris County Clerk's File No. W935044. (Reserve "C")
12. CenterPoint Energy Houston Electric, LLC easement 10 feet wide as set forth and defined under Harris County Clerk's File No. X191135. (Reserve "C")

13. Grant of Easements dated March 2, 2004, by and between Montebello Development Company LP and Interfin Holdings LP filed for record on March 4, 2004, under Harris County Clerk's File No. X437517, as amended by that certain Amendment to Grant of Easement dated April 28, 2005, by and between Montebello Development Company LP and Interfin Holdings LP filed for record on March 2, 2005, under Harris County Clerk's File No. Y432460. (Reserve "C")
14. CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Houston easement for electric distribution facilities and natural gas facilities as set forth and defined under Harris County Clerk's File No. X832640. (Reserve "C")
15. All oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument recorded under Harris County Clerk's File No. K089206.
16. Rights of tenants, as tenants only, under written lease agreements including those evidenced by instruments filed for record under Harris County Clerk's File Nos. T018704, U478671 and V132555.
17. Subject to the terms of that certain Bill of Sale and Assignment of Miscellaneous Rights as set forth under Harris County Clerk's File No. X350733.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR PAGE 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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN - 2 2005



Dorely L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
JUN - 2 2005
HARRIS COUNTY, TEXAS

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 this instrument was filed and recorded.

AFTER RECORDING RETURN TO:
FIDELITY NATIONAL TITLE
1900 WEST LOOP SOUTH, SUITE 760
HOUSTON, TX 77027

GF#

183875

V587552

Form 584, Revised 1982

STATE OF TEXAS,

COUNTY OF HARRIS

STORM SEWER EASEMENT

Know All Men by these Presents

PARCEL NO. 4YZ-001

JOB NO.

DWG NO. 23103

That we

02/07/02 300695254 V587552

\$15.00

being the owner^s in fee simple of the hereinafter described property located in Houston, Harris County Texas, do in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the City of Houston, the receipt of which is hereby acknowledged, grant, sell, transfer, release and forever quit-claim unto the said City of Houston, a municipal corporation situated in Harris County, Montgomery County and Fort Bend County, Texas, whose mailing address is P.O. Box 1562, Houston, Texas 77251, its successors and assigns, an easement for storm sewer purposes said easement being in, upon, under, over, across and along the following described tract or parcel of land and being more particularly described as follows:

see attached field notes dated September 20, 2000
Field Notes-30' Storm Sewer Easement

HOLD FOR PICK-UP
City of Houston
Public Works and Engineering
Real Estate Division

2002 FEB -7 PM 2:13
FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

We do hereby agree, bind and obligate itself our heirs or assigns, that no fences, buildings or other improvements shall be placed in, on or along said easement, and further, that the City shall be and is hereby released and relieved from and all liability from any damages occasioned by and in the reasonable exercise of its rights granted herein or hereunder.

TO HAVE AND TO HOLD the above described property and easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to said City of Houston, its successors and assigns forever. However, it is expressly provided, that if said easement or any part thereof is ever discontinued for said purposes, the title thereto (or to the part so discontinued) shall revert to the then owners of said property, the right and privilege being reserved to the City of Houston, its successors, assigns or agents, to go upon said premises at any time for the purpose of removing, repairing or replacing any storm sewer thereon or thereunder.

EXECUTED this 26 day of SEPTEMBER, A. D. 19 2000

Miles E. Dart

MILES E. DART, President
Inverness Townhome Association

OK GAH

APPROVED:

Description and Conditions:

Form:

Assistant Director

Asst. City Attorney

CHIEF SURVEYOR

548-55-8868

THE STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name _____ Subscribed to the foregoing instrument and acknowledged to me that he _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19____

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name _____ Subscribed to the foregoing instrument and acknowledged to me that he _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19____

Notary Public in and for Harris County, Texas

THE STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name _____ Subscribed to the foregoing instrument and acknowledged to me that he _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A. D. 19____

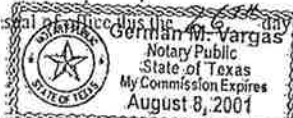
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS }

COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared Miles Dart
President of Inverness Townhome H.O.A., the corporation above named, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 26th day of SEPTEMBER, A. D. 192000



Notary Public in and for Harris County, Texas

EASEMENT

Inverness Townhomes

TO

City of Houston

Lots - Blocks -

Addition

William White

1/3 Deague

Survey

S.B.B.

(Abstract No. 836)

548-65-8869

corporation

PETTY & ASSOCIATES
7066 Lakeview Haven Drive, Suite 119
Houston, Texas 77095
(281) 345-4440 Fax (281) 345-4814

PARCEL NO.	LY2-001
JOB NO.	-
DWG NO.	23103

September 20, 2000

FIELD NOTES

30-Foot Storm Sewer Easement

Description of 0.1343 acre (5,849 square feet) out of Inverness Townhomes as recorded in Volume 42, Page 25 of the Harris County Condominium Records, located in the William White 1/3 League, Abstract No. 836, in the City of Houston, Harris County, Texas and being more fully described by metes and bounds as follows (with bearings referenced to the map of said Inverness Townhomes):

COMMENCING at a point in the northerly right-of-way line of South Post Oak Road marking the southwest corner of said Inverness Townhomes and the southeast corner of a tract described in a deed recorded as Harris County Clerk's File No. D374672, from which a found 5/8-inch iron rod bears North 65° 41' 21" East a distance of 1.08 feet;

THENCE, North 00° 05' 18" West, along the west line of said Inverness Townhomes, a distance of 346.95 feet to a point for the most southerly corner and POINT OF BEGINNING of the herein described tract;

THENCE, North 00° 05' 18" West, along the west line of said Inverness Townhomes, a distance of 37.26 feet to a point;

THENCE, North 53° 31' 53" East, a distance of 8.62 feet to a point;

THENCE, North 27° 41' 15" East, a distance of 92.20 feet to a point;

THENCE, North 68° 00' 04" East, a distance of 71.32 feet to a point in the north line of said Inverness Townhomes;

THENCE, South 68° 39' 04" East, along the north line of said Inverness Townhomes, a distance of 43.70 feet to a point;

THENCE, South 68° 00' 04" West, a distance of 92.09 feet to a point;

THENCE, South 27° 41' 15" West, a distance of 88.07 feet to a point;

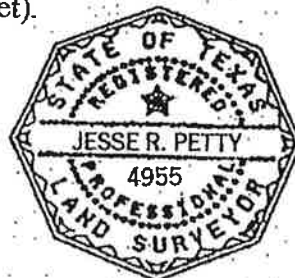
THENCE, South 53° 31' 53" West, a distance of 37.61 feet to the POINT OF BEGINNING and containing a computed area of 0.1343 acre (5,849 square feet).

CHECKED: G.A.H.

DATE: 12-04-01

APPROVED: [Signature]
CHIEF SURVEYOR

[Signature]



548-E-8871



WYNDEN OAKS ESTATES
SEC. ONE
Film Code 365125 HCMR

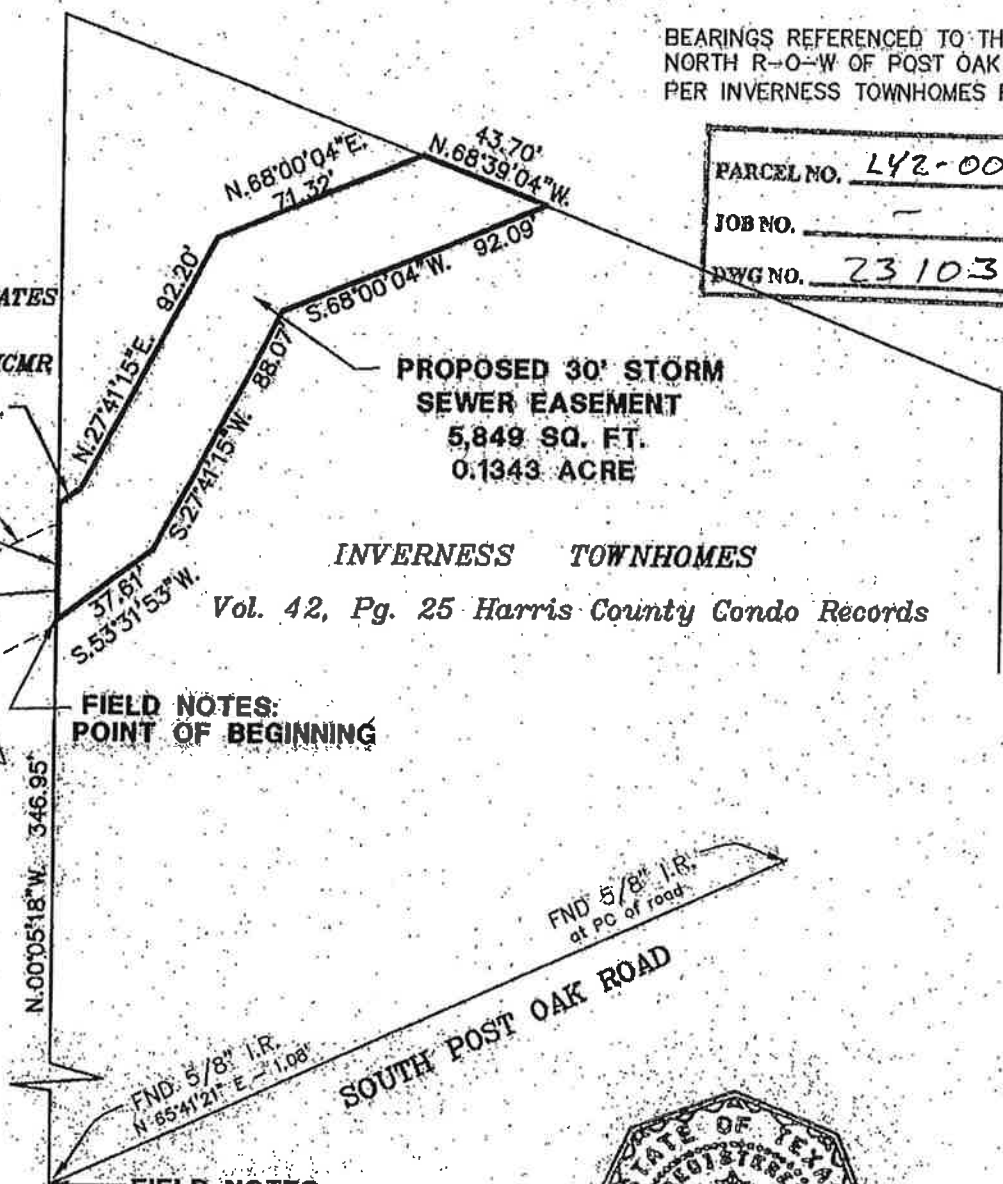
N.53°31'53"E.
8.62'
Drainage Esmt
F.C. 365125 HCMR
N.00°05'18"W.
37.26'

20' Drainage Esmt
HCCF D316808

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.

BEARINGS REFERENCED TO THE
NORTH R-O-W OF POST OAK RD.
PER INVERNESS TOWNHOMES PLAT

PARCEL NO.	LY2-001
JOB NO.	
DWG NO.	23103



PROPOSED 30' STORM
SEWER EASEMENT
5,849 SQ. FT.
0.1343 ACRE

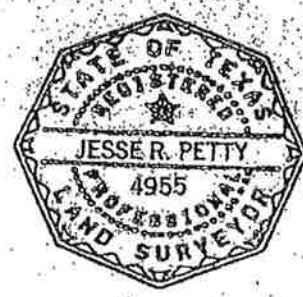
INVERNESS TOWNHOMES

Vol. 42, Pg. 25 Harris County Condo Records

FIELD NOTES:
POINT OF BEGINNING

FIELD NOTES:
POINT OF COMMENCING

SOUTH POST OAK ROAD



Jesse R. Petty

EXHIBIT MAP
PROPOSED 30-FT STORM SEWER EASEMENT
INVERNESS TOWNHOMES
Wm. WHITE 1/3 Lge. A-836
HOUSTON, HARRIS COUNTY, TEXAS

SCALE: 1" = 60' DATE: SEPT. 20, 2000

APPROVAL: *[Signature]* 12/05/01
TITLE: CHIEF SURVEYOR
[Signature] 12-04-01
R.O.W. SECTION

PETTY & ASSOCIATES
7066 LAKEVIEW HAVEN DR.
HOUSTON, TEXAS 77095
Ph. 281-345-4440

2000-0027

23103

548-6-0872

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

FEB - 7 2002



Beverly B. Kayman

COUNTY CLERK
HARRIS COUNTY, TEXAS

5484(6-85)

N869921

109-58-3021
D100EP93-064
Job D100ED92-045
Map 5157D
PS 607
Zone West-Bellaire
APA/s 06-05-92

EASEMENT

STATE OF TEXAS I

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS I

THAT, Interfin Uptown Limited Partnership, a Texas limited partnership, herein called Grantor, whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by Houston Lighting & Power Company, a Texas corporation, herein called Grantee, whose principal address is P. O. Box 1700, Houston, Texas 77251, has GRANTED, SOLD AND CONVEYED and by these presents, does GRANT, SELL AND CONVEY unto said Grantee, its successors and assigns, an easement for electric distribution facilities (consisting of all necessary and desirable equipment and appurtenances) at, below and from ground level upward, located on, under, over, and across the following described lands, to wit:

Lots 59, 77, 78 and 79, of West-Oaks Subdivision, Plat 3, located within the William White Survey, Abstract 836, in Harris County, Texas, according to the map or plat thereof, recorded in Volume 17, Page 11, of the Map Records of said County and State, and being the same property described in a deed to Interfin Uptown Limited Partnership by Southwest Federal Savings Association, dated June 5, 1991, and recorded in the Official Public Records of Real Property of Harris County, Texas, bearing County Clerk's File N167681 and Film Code 036-08-1752, including a portion of Huntley Drive located within said subdivision.

The easements herein granted are described as follows:

1. An easement ten (10) feet wide, the location of the centerline of which is shown by a dot-dash symbol on Sketch No. 92-302, attached hereto and made a part hereof, along with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground level and extending upwards, located on both sides of and adjoining said ten (10) feet wide easement.
2. Three (3) feet wide easements at two (2) separate locations for Grantee's guy easement purposes, the location of the centerline of each is shown by a guy symbol on said attached sketch.

5484(6-85)

109-58-3022
Job D100ED92-045
Map 5157D
PS 607
Zone West-Bellaire
APA/s 06-05-92

Grantee shall also have rights of ingress and egress to and from said easement, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said electric distribution facilities, together with the additional right to remove from said easement ~~and land adjoining thereto~~, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safe and proper operation, and maintenance of said electric distribution facilities. *Ans*

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns, forever[†], and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12th day of June, 19 92. *OK AMC*

*subject to the provisions set forth on the attached Rider to Easement, which is incorporated herein and made an integral part hereof *Ans*

INTERFIN UPTOWN LIMITED
PARTNERSHIP

BY: INTERFIN CORPORATION, its
Managing General Partner

BY: *Ann O. Williams*
Ann O. Williams Partner
Senior Vice President

(Name typed or printed)

5484(6-85)

109-58-3023
Job D100ED92-045
Map 5157D
PS 607
Zone West-Bellaire
APA/s 06-05-92

STATE OF TEXAS I

COUNTY OF I

This instrument was acknowledged before me on June 12, 1992 by
* Ann O. Williams, ~~Partner of~~ Interfin Uptown Limited Partnership, a
Texas limited partnership, on behalf of said limited partnership.

*Ann O. Williams, Senior Vice President
of Interfin Corporation, Managing
General Partner of

Jeanette Harris
Notary's Signature



(Name typed or printed)

Commission Expires: _____



RETURN TO:
SURVEYING & MAPPING DIVISION
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS, 77251

109-58-3024

RIDER TO EASEMENT
INTERFIN UPTOWN LIMITED PARTNERSHIP
TO HOUSTON LIGHTING & POWER COMPANY

This grant of Easement is made by Grantor and accepted by Grantee subject to:

1. All valid and subsisting conditions, covenants, restrictions, reservations, and easements of record applicable to and enforceable against said Easement.

2. Grantor excepts herefrom and reserves unto itself, its successors and assigns, the right to full and complete enjoyment of the land subject to said Easement, except to the extent that it may be necessary for Grantee to use same for the purposes herein granted. However, Grantor, its successors and assigns, shall not erect or construct any permanent buildings or houses within the boundaries of said Easement.

3. Notwithstanding anything herein contained, Grantor expressly reserves for itself and its successors and assigns, with the right of assignment in whole or in part, the right:

a. to construct property line fences along or across said Easement;

b. to construct sidewalks along or across said Easement, except that no covered sidewalk shall be permitted on said Easement;

c. to construct driveways along or across said Easement, except that no covered driveways shall be permitted on said Easement;

d. to grant and dedicate drainage and other public utility easements along or across said Easement; and

e. to construct, use, and maintain drainage facilities along or across said Easement, except that no open ditch shall be permitted along and within said Easement,

but all in a manner so as not to unreasonably interfere with the rights of Grantee.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, subject to the reservations, exceptions, conditions, restrictions, terms, and provisions hereinabove set forth, for so long as said Easement is used for the sole purposes herein stated.

twp\rider.hlp

OK
PMC

LEGEND

o = Fnd. 5/8" I.R. unless otherwise noted.

Fnd. 4"x4" Conc. Mon.
Fnd. 1"x1" P.
Fnd. 1/2" I.R.
GUY ESMT.
Q 3'x25'
Q 3'x35'

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.

WYNDEN RD.
HUNTLEY DR.
N.T.S. DETAIL
SUBDIVISION
WEST OAKS NO. 3 M.R.
PLAT PG. 17 Vol.
INTERFIN UPTOWN LIMITED PARTNERSHIP
F.C. 036-08-1752
N167681
All of Subdivision 28.1546 Ac.

APPROVED FOR RECORDING ONLY
COUNTY ENGINEER
RECEIVED
NO SURV
4491
Surveyed D. H. W.

Houston Lighting & Power Co.
SURVEYING & MAPPING DIVISION
DISK NO: JLG-06-92
SKETCH NO 92-302

EASEMENT - UNOBSTRUCTED
COUNTY: HARRIS
DATE: JUNE 4, 1992
MAP NO: 5157 D JOB NO: D100ED92-045 SHEET 2 of 2

SCALE: 1" = 200'

REVISIONS

NO. 1	NO. 2	NO. 3
JOB NO. 0100ED92-044		
REVISED BY: Guntel J.L.		
DATE: 7-29-92		
CHECKED BY:		

LAST PLOT DATE: 07/29/92

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES

SCALE IN FEET
100 0 100 200 300

109-58-3026

FILED FOR RECORD
8:30 A.M.

SEP 2 2 1992

Quita Roddenberry
County Clerk, Harris County, Texas

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 on

SEP 2 2 1992



Quita Roddenberry
COUNTY CLERK,
HARRIS COUNTY, TEXAS

CIF181/jrh

old P557025 City of Houston, Texas Ordinance No. *93-139.5* *102*
175-43-0505 *no*

48
n
AN ORDINANCE FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED USE OF THE HOLLYHURST SEWAGE PUMP STATION CONTAINING 9,130 SQUARE FEET OUT OF THE WILLIAM WHITE SURVEY, A-836, HARRIS COUNTY, TEXAS, MORE FULLY DESCRIBED IN THE BODY OF THIS ORDINANCE; VACATING AND ABANDONING SAID TRACT OF LAND TO WHH, LTD., A TEXAS LIMITED PARTNERSHIP, AN ABUTTING PROPERTY OWNER, SUBJECT TO THE RESERVATION BY THE CITY OF A SANITARY SEWER EASEMENT AND A STORM SEWER EASEMENT CONTAINING 576 SQUARE FEET AND 3,044 SQUARE FEET RESPECTIVELY, IN EVEN EXCHANGE FOR AND IN CONSIDERATION OF THE CONVEYANCE BY WHH, LTD. TO THE CITY OF TWO (2) EASEMENTS FOR STREET RIGHT-OF-WAY PURPOSES UPON AND ACROSS TRACTS OR PARCELS OF LAND CONTAINING 11,467 SQUARE FEET AND 2,444 SQUARE FEET OUT OF THE WILLIAM WHITE SURVEY, A-836, HARRIS COUNTY, TEXAS, MORE FULLY DESCRIBED IN THE BODY OF THIS ORDINANCE, AND OTHER GOOD AND VALUABLE CONSIDERATION TO THE CITY; CONTAINING VARIOUS FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, the Joint Referral Committee has determined that the property commonly known as the Hollyhurst Sewage Pump Station ("Property"), more particularly described in EXHIBIT "A", Parcel Number S93-68, consisting of two (2) pages, attached hereto and incorporated by reference herein, should be declared surplus City Property and sold subject to the City's reservation of a sanitary sewer easement and a storm sewer easement in even exchange for the dedication of two (2) easements for street and right-of-way purposes; and

WHEREAS, WHH, Ltd., a Texas limited partnership, an abutting property owner ("WHH") has requested that the City of Houston, Texas ("City") vacate and abandon the Property; and

WHEREAS, WHH has obtained consent to purchase the Property from all other owners of property abutting the Property; and

WHEREAS, the Director of the Department of Public Works & Engineering has recommended that the Property be vacated and abandoned as same is no longer needed by the City for any purpose save for the reservation of easements described below; and

WHEREAS, the City's interest in the property was appraised by staff appraisers in accordance with City policy, whose written appraisal reports have been filed with City Council and taken into consideration by it in determining the action herein taken. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That the City Council finds and determines that public convenience and necessity no longer require the continued use of the Property and declares the Property to be surplus City Property and the Property is hereby vacated and abandoned in even exchange for and in consideration of the dedication of (i) a street right-of-way containing 11,467 square feet more particularly described in **EXHIBIT "B"**, Parcel Number A94-81, consisting of three (3) pages, attached hereto and made a part hereof for all purposes and (ii) a street right-of-way containing 2,444 square feet more particularly described in **EXHIBIT "C"**, Parcel Number A94-82, consisting of two (2) pages, attached hereto and made a part hereof for all purposes, as shown in the attached Dedication Deed, and other good and valuable consideration.

Section 3. The City Council hereby quitclaims all of the City of Houston's right, title, interest, claim and demand in and to the Property to WHH, Ltd., a Texas limited partnership, subject to the reservation by the City of a storm sewer easement containing 3,044 square feet more particularly described in **EXHIBIT "D"**, Parcel Number L93-38, consisting of two (2) pages, attached hereto and made a part hereof for all purposes and a sanitary sewer easement containing 576 square feet more particularly described in **EXHIBIT "E"**, Parcel Number D94-32, consisting of two (2) pages, attached hereto and made a part hereof for all purposes, upon that certain parcel of land described in **EXHIBIT "A"**, Parcel Number S93-68, in even exchange for and in consideration of the dedication of (i) a street right-of-way containing 11,467 square feet more particularly described in **EXHIBIT "B"**, Parcel Number A94-81, consisting of three (3) pages, attached hereto and made a part hereof for all purposes and (ii) a street right-of-way containing 2,444 square feet more particularly described in **EXHIBIT "C"**, Parcel Number A94-82, consisting of two (2) pages, attached hereto and made a part hereof for all purposes, as shown in the attached Dedication Deed, and other good and valuable consideration.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five (5) days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Charter of the City of Houston, Texas.

175-43-0506

CJF181/jtd

PASSED AND ADOPTED on this the 30th day of November, 1993.


APPROVED on this the _____ day of _____, 1993.

Mayor of the City of Houston, Texas

175-43-0507

Pursuant to Article VI, Section 6, of the Charter of the City of Houston, Texas, the effective date of the foregoing Ordinance is NOV. 09 1993.


City Secretary


(Prepared by Legal Dept.
(CJF:10/18/93)

Charles J. Forester
Senior Assistant City Attorney

(Requested by Jimmie Schlundewolf
Director, Public Works & Engineering)

L.D. File Number 73-93063

K + Vinson + ELKINS
Hold

Parcel No. S93-68
Council Motion No. 93-1712, 1713 1714
Drawing No. 30,791
Sheet 1 of 1

Mates and Bounds Description
0.210 Acre (9,130 Square Feet)
William White Survey, A-836
Harris County, Texas

Being a tract of land containing 0.210 acre (9,130 square feet) situated in the William Survey, A-836 Harris County, Texas, and being all of a called 0.196 acre tract described in condemnation deed to the City of Houston, Texas, dated December 30, 1960 and recorded under File Number N344990, Film Code Number 002-57-0068 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 0.210 acre tract being more particularly described by metes and bounds as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734;

COMMENCING at Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line of Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of a called 5.8400 acre tract described in two undivided one-half interest deeds; in deed from Katherine S. Highams to WHH Ltd, dated May 29, 1981 and recorded under File Number G993054, Film Code Number 186-82-2320 of the H.C.O.P.R.R.P.; and in deed from Katherine S. Highams, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = $26^{\circ}40'01''$; Radius = 1,372.40 feet; Chord Bearing and Distance = South $41^{\circ}34'29''$ West, 633.00 feet) an arc distance of 638.75 feet to the southeast corner of a called 0.1629 acre tract described in deed from Joa Bartani, et ux to Gilbert Adam Bertani et al, dated March 19, 1987 and recorded under File Number L032890, Film Code Number 076-74-0683 of the H.C.O.P.R.R.P.;

North $04^{\circ}04'58''$ West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 75.81 feet to a 1-1/4 inch iron pipe found for the northeast corner of said 0.1629 acre tract;

South $70^{\circ}04'48''$ West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 72.63 feet to a 5/8-inch iron rod found for the southeast corner of a called 0.0423 acre tract conveyed to Harris County for a 10 foot widening as recorded under File Number K543508, Film Code Number 046-79-2029 of the H.C.O.P.R.R.P.;

THENCE, North $02^{\circ}12'26''$ West, along the line common to said 0.0423 acre tract and said 5.8400 acre tract, a distance of 181.02 feet to a point for the northeast corner of said 0.0423 acre tract;

D+

175-43-0508

THENCE, North 70°29'40" West, along the northerly line of said 0.0423 acre tract, a distance of 10.76 feet to the POINT OF BEGINNING (X = 3,123,875.02, Y = 715,531.44) being the southeast corner of said City of Houston 0.196 acre tract, and being an angle point in the northeasterly right-of-way line of Hollyhurst Lane (40 feet wide) as shown on the map of Hollyhurst Subdivision recorded in Volume 343, Page 173 of the Harris County Deed Records (H.C.D.R.);

THENCE, North 70°29'40" West, along the northeasterly right-of-way line of said Hollyhurst Lane, being the southerly line of said 0.196 acre tract, a distance of 175.84 feet to a point for the southwest corner of said 0.196 acre tract;

THENCE, along the line common to said 0.196 acre tract and Uptown Park Subdivision Section One, a subdivision recorded under Film Code Number 354053 of the Harris County Map Records (H.C.M.R.) the following courses:

North 42°40'41" East, a distance of 9.31 feet to an angle point;

North 22°52'42" East, a distance of 23.94 feet to an angle point;

North 70°07'03" East, a distance of 16.36 feet to an angle point;

North 55°05'36" East, a distance of 19.49 feet to an angle point;

South 76°46'41" East, a distance of 24.20 feet to an angle point;

South 71°53'00" East, a distance of 34.21 feet to an angle point;

South 49°49'10" East, at 29.07 feet passing the west right-of-way line of Uptown Park Boulevard (width varies) recorded in Film Code Number 353136 H.C.M.R. in all a total distance of 34.19 feet to an angle point;

North 81°37'32" East, a distance of 23.38 feet to an angle point;

North 40°14'43" East, a distance of 15.92 feet to a point for the northeast corner of said 0.196 acre tract;

THENCE, South 02°12'26" East, a distance 81.71 feet along the east line of said 0.196 acre tract to the POINT OF BEGINNING, containing a computed area of 0.210 acre (9,130 square feet) of land

Compiled by:
SURVCON, INC.
Houston, Texas
Job No. 520-739
July, 1993
D-45

Checked: N.C.S.
Approved: 5-28-93
Date: June 1, 1993



EXHIBIT A
Page 2 of 2

175-43-0509

Parcel No. A94-81
Council Motion No. 93-1712, 1713 & 1714
Drawing No. 30 791
Sheet 1 of 1

Metes and Bounds Description
0.263 Acre (11,467 Square Feet)
William White Survey, A-836
Harris County, Texas

Being a tract of land containing 0.263 acre (11,467 square feet) situated in the William White Survey, A-836, Harris County, Texas, and being out of a called 5.8400 acre tract described in two undivided one-half interest deeds; in deed from Katherine S. Highams to WHH Ltd., dated May 29, 1981 and recorded under Film Number G993054, Film Code Number 186-82-2320 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), and in deed from Katherine S. Highams, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; said 0.263 acre tract being more particularly described by metes and bounds as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734:

COMMENCING at a Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line of Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of said 5.8400 acre tract; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = 26°40'01"; Radius = 1,372.40 feet; Chord Bearing and Distance = South 41°34'29" West, 633.00 feet) an arc distance of 638.75 feet to the southeast corner of a called 0.1629 acre tract described in deed from Joe Bertani, et ux to Gilbert Adam Bertani et al, dated March 19, 1987 and recorded under File Number L032890, Film Code Number 076-74-0683 of the H.C.O.P.R.R.P.;

North 04°04'58" West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 75.81 feet to a 1-1/4-inch iron pipe found for the northeast corner of said 0.1629 acre tract;

South 70°04'48" West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 62.13 feet to the POINT OF BEGINNING (X = 3,123,902.01, Y = 715,350.56)

THENCE, South 70°04'48" West, continuing along the line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 10.50 feet to a 5/8-inch iron rod found for the southeast corner of a called 0.0423 acre tract described in deed from WHH Ltd. to Harris County, dated May 9, 1986 and recorded under File Number K543508, Film Code Number 046-79-2029 of the H.C.O.P.R.R.P.;

THENCE, North 02°12'26" West, along the easterly line of said 0.0423 acre tract, a distance of 181.02 feet to a 5/8-inch iron rod set for the northeast corner of said 0.0423 acre tract;

EXHIBIT B
Page 1 Of 3

175-43-0510

PARCEL NO. A94-R1

THENCE, North 70°29'40" West, along the northerly line of said 0.0423 acre tract, a distance of 10.76 feet to a 5/8-inch iron rod set for the southeast corner of a called 0.196 acre tract described in a condemnation judgement to the City of Houston, dated December 30, 1960 and recorded under File Number N344990, Film Code Number 002-57-0068 of the H.C.O.P.R.R.P.; being also in the west line of said 5.8400 acre tract, and being an angle point in the northeasterly right-of-way line of Hollyhurst Lane (40 feet wide) as shown on the map of Hollyhurst Subdivision recorded in Volume 343, Page 173 of the Harris County Deed Records (H.C.D.R.);

THENCE, North 02°12'26" West, along the line common to said 5.8400 acre tract and said 0.196 acre tract, a distance of 81.71 feet to a 5/8-inch iron rod set for the northeast corner of said 0.196 acre tract, being in the line common to said 5.8400 acre tract and Uptown Park Subdivision, Section One, as recorded under Film Code Number 354053 of the Harris County Map Records (H.C.M.R.), being also a point in the existing southeasterly line of Uptown Park Boulevard (width varies) as recorded under Film Code Number 353136 of the H.C.M.R.;

THENCE, along the line common to said 5.8400 acre tract and said Uptown Park Boulevard the following courses:

North 40°14'43" East, 26.95 feet to a set 5/8-inch iron rod;
North 25°22'30" West, 34.57 feet to a set 5/8-inch iron rod;
North 61°32'57" West, 30.25 feet to a set 5/8-inch iron rod;
North 48°51'14" East, 10.71 feet to a set 5/8-inch iron rod;
North 56°15'04" East, 55.67 feet to a set 5/8-inch iron rod;
North 14°11'06" East, 42.77 feet to a 5/8-inch iron rod set in the easterly right-of-way line of said Uptown Park Boulevard;

THENCE, along the easterly right-of-way line of proposed Uptown Park Boulevard, the following courses:

South 02°09'38" East, 6.97 feet to the beginning of a tangent curve to the right;

Southeasterly, along the arc of said curve to the right (Central Angle = 02°04'04"; Radius = 2,040.00 feet; Chord Bearing and Distance = South 01°07'36" East, 73.62 feet) an arc distance of 73.62 feet to a 5/8-inch iron rod set for the point of tangency;

South 00°05'34" East, a distance of 100.00 feet to the beginning of a tangent curve to the left;

Southeasterly, along the arc of said curve to the left (Central Angle = 02°04'54"; Radius = 1,960.00 feet; Chord Bearing and Distance = South 01°08'01" East, 71.21 feet) an arc distance of 71.21 feet to a 5/8-inch iron rod set for the beginning of a reverse curve to the right;

Southwesterly, along the arc of said curve to the right (Central Angle = 16°18'06"; Radius = 310.00 feet; Chord Bearing and Distance = South 05°58'35" West, 87.90 feet) an arc distance of 88.20 feet to the point of tangency;

South 14°07'38" West, a distance of 5.10 feet to the beginning of a tangent curve to the left;

EXHIBIT B
Page 2 Of 3

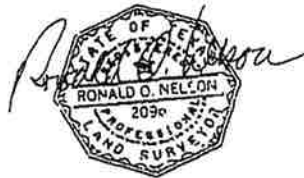
175-43-0511

PARCEL NO. A94-81

Southwesterly, along the arc of said curve to the left
(Central Angle = 16°20'04"; Radius = 150.00 feet; Chord
Bearing and Distance = South 05°57'36" West, 42.62 feet) an
arc distance of 42.76 feet to the point of tangency;

South 02°12'26" East, a distance of 21.72 feet to the POINT OF
BEGINNING, containing a computed area of 0.263 acre (11,467
square feet) of land.

COMPILED BY
Survcon Inc.
Houston, Texas
Job No. 520-739
July 1993, Revised 8-25-93
D-45



Checked: N.C.S.
Approved: 7-28-93
Date: James J. Hubert

175-43-0512

Parcel No: A-94-82
Council Motion No: 93-1712, 1713 & 1714
Drawing No.: 30,791
Sheet 1 of 1

Metes and Bounds Description
0.056 Acre (2,444 Square Feet)
William White Survey, A-836
Harris County, Texas

EXHIBIT C
Page 1 Of 2

Being a tract of land containing 0.056 acre (2,444 square feet) situated in the William White Survey, A-836 Harris County, Texas, and being out of a called 0.196 acre tract described in condemnation deed to the City of Houston, Texas, dated December 30, 1960 and recorded under File Number N344990, Film Code Number 002-57-0068 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 0.056 acre tract being more particularly described by metes and bounds as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734;

COMMENCING at Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line to Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of a called 5.8400 acre tract described in two undivided one-half interest deeds; in deed from Katherine S. Highams to WHH Ltd., dated May 29, 1981 and recorded under File Number G993054, Film Code Number 186-82-2320 of the H.C.O.P.R.R.P.; and in deed from Katherine S. Highams, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = 26°40'01"; Radius = 1,372.40 feet; Chord Bearing and Distance = South 41°34'29" West, 633.00 feet) an arc distance of 638.75 feet to the southeast corner of a called 0.1629 acre tract described in deed from Joe Bertani, et ux to Gilbert Adam Bertani et al, dated March 19, 1987 and recorded under File Number L032890, Film Code Number 076-74-0683 of the H.C.O.P.R.R.P.;

North 04°04'58" West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 75.81 feet to a 1-1/4 inch iron pipe found for the northeast corner of said 0.1629 acre tract;

South 70°04'48" West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, passing at 41.14 feet a point in the easterly right-of-way line of proposed Uptown Park Boulevard (80 feet wide); continuing in all a total distance of 72.63 feet to a 5/8-inch iron rod found for the southeast corner of a called 0.0423 acre tract conveyed to Harris County for a 10 foot widening as recorded under File Number K543508, Film Code Number 046-79-2029 of the H.C.O.P.R.R.P.;

THENCE, North 02°12'26" West, along the line common to said 0.0423 acre tract and said 5.8400 acre tract, a distance of 181.02 feet to a point for the northeast corner of said 0.0423 acre tract;

THENCE, North 70°29'40" West along the northerly line of said 0.0423 acre tract, a distance of 10.76 feet to the POINT OF BEGINNING (X = 3,123,875.02, Y = 715,531.44) being the southeast corner of said City of Houston 0.196 acre tract, and being an angle point in the northeasterly right-of-way line of Hollyhurst Lane (40 feet wide) as shown on the map of Hollyhurst Subdivision recorded in Volume 343, Page 173 of the Harris County Deed Records (H.C.D.R.);

175-43-0513

THENCE, North 70°29'40" West, along the northeasterly right-of-way line of said Hollyhurst Lane, being the southerly line of said 0.196 acre tract, a distance of 42.57 feet to the point of intersection with the westerly right-of-way line of proposed Uptown Park Boulevard (80 feet wide), being in the arc of a non-tangent curve to the right;

THENCE, along said westerly right-of-way line, the following courses:

Northerly 32.40 feet along the arc of said curve to the right (Central Angle = 00°54'36"; Radius = 2,040.00 feet; Chord Bearing and Distance = North 00°12'52" West, 32.40 feet) to the point of tangency;

North 00°05'34" West, a distance of 22.79 feet to a point for corner in the line common to said 0.196 City of Houston tract and a called 28.1546 acre tract described in deed from Southwest Federal Savings Association to Interfin Uptown Limited Partnership as recorded under File Number N167681, Film Code Number 036-08-1752 of the H.C.O.P.R.R.P.;

THENCE, along said common line, the following courses:

South 49°49'10" East, a distance of 5.12 feet to an angle point .

North 81°37'32" East, a distance of 23.38 feet to an angle point;

North 40°14'43" East, a distance of 15.92 feet to a point for the northeast corner of said 0.196 acre tract; being in the line common to said 28.1546 acre tract and said 5.8400 acre tract;

THENCE, South 02°12'26" East, along the line common to said 0.196 acre tract and said 5.8400 acre tract a distance of 81.71 feet to the POINT OF BEGINNING, containing a computed area of 0.056 acre (2,444 square feet) of land.

Compiled By:
SURVCON INC.
Houston, TX
Job No. 520-739
June, 1993
D-43

Checked: N.C.S.
Approved: 2-28-93
Date: June 1, 1993



EXHIBIT C
Page 2 Of 2

175-43-0514

Parcel No. 92-38
Council Motion No. 92-1712.../173 171
Drawing No. 30,791

Sheet 1 of 1

Metes and Bounds Description
0.070 Acres (3,044 Square Feet)
William White Survey, A-836
Harris County, Texas

EXHIBIT D
Page 1 Of 2

Being a tract of land containing 0.070 acre (3,044 square feet) situated in the William White Survey, A-836 Harris County, Texas, and being all of a called 0.070 acre tract described in condemnation deed to the City of Houston, Texas, dated December 30, 1960 and recorded under File Number N344990, Film Code Number 002-57-0068 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 0.210 acre tract being more particularly described by metes and bounds as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734;

COMMENCING at Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line of Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of a called 5.8400 acre tract described in two undivided one-half interest deeds; in deed from Katherine S. Highmans to WHH Ltd., dated May 29, 1981 and recorded under File Number G993054, Film Code Number 186-82-2320 of the H.C.O.P.R.R.P.; and in deed from Katherine S. Highmans, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = 30°38'28"; Radius = 1,372.40 feet; Chord Bearing and Distance = South 43°33'42" West, 725.23 feet) an arc distance of 733.94 feet to a point in the existing easterly right-of-way line of Hollyhurst Lane (40 feet wide);

THENCE, departing said R.O.W. line of Post Oak Boulevard and along the easterly and northerly R.O.W. line of said Hollyhurst Lane, the following courses:

North 02°12'26" West, a distance of 287.55 feet to an angle point;

North 70°29'40" West, a distance of 138.75 feet to the POINT OF BEGINNING (X = 3,123,744.25, Y = 715,577.76);

North 70°29'40" West, a distance of 37.08 feet to a point for corner in the common line of the aforementioned City of Houston Tract and Uptown Park Subdivision Section One, a subdivision of record at Film Code No. 354053, Harris County Map Records (H.C.M.R.);

THENCE, departing said R.O.W. line of Hollyhurst Lane and along said common line of Uptown Park Subdivision Section One and said City of Houston Tract, the following courses:

North 42°40'41" East, a distance of 9.31 feet to a point for corner;

175-43-0515

North 22°52'42" East, a distance of 15.79 feet to a point for corner;

THENCE, North 66°05'51" East, departing said common line of Uptown Park Subdivision Section One and the City of Houston Tract, a distance of 44.48 feet to a point for corner;

THENCE, North 46°28'05" East, 5.54 feet to a point for corner in the aforementioned common line of Uptown Park Subdivision Section One and the City of Houston Tract;

THENCE, along said common line of Uptown Park Subdivision Section One and the City of Houston Tract, the following courses:

South 76°46'41" East, a distance of 13.77 feet to a point for corner;

South 71°53'00" East, a distance of 32.36 feet to a point for corner;

THENCE, South 46°28'05" West, departing said common line, a distance of 35.38 feet to a point for corner;

THENCE, South 66°05'51" West, a distance of 44.52 feet to the POINT OF BEGINNING containing a computed area of 0.070 acre (3,044 square feet) of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 520-739
July 1993
D-45

Checked: N.G.S.
Approved: 2-28-93
Date: James J. [Signature]



EXHIBIT D
Page 2 Of 2

175-43-0516

Parcel D94-32
Council Motion No. 93-1712, 1713 1714
Drawing No. 30,791
Sheet 1 of 1

EXHIBIT E
Page 1 Of 2

Metes and Bounds Description
0.013 Acre (576 Square Feet)
William White Survey, A-836
Harris County, Texas

Being a tract of land containing 0.013 acre (576 square feet) situated in the William White Survey, A-836 Harris County, Texas, and being out of a called 0.196 acre tract described in condemnation deed to the City of Houston, Texas, dated December 30, 1960 and recorded under File Number N344990, Film Code Number 002-57-0068 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 0.013 acre tract being more particularly described by metes and bound as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734;

COMMENCING at a Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line of Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of a called 5.8400 acre tract described in two undivided one-half interest deeds; in deed from Katherine S. Highams to WHH Ltd., dated May 29, 1981 and recorded under File Number G993054, Film Code Number 186-82-2320 of the H.C.O.P.R.R.P.; and in deed from Katherine S. Highams, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = $26^{\circ}40'01''$; Radius = 1,372.40 feet; Chord Bearing and Distance = South $41^{\circ}34'29''$ West, 633.00 feet) an arc distance of 638.75 feet to the southeast corner of a called 0.1629 acre tract described in deed from Joe Bertani, et ux to Gilbert Adam Bertani et al, dated March 19, 1987 and recorded under File Number L032890, Film Code Number 076-74-0683 of the H.C.O.P.R.R.P.;

North $04^{\circ}04'58''$ West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 75.81 feet to a 1-1/4 inch iron pipe found for the northeast corner of said 0.1629 acre tract;

South $70^{\circ}04'48''$ West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 72.63 feet to a 5/8-inch iron rod found for the southeast corner of a called 0.0423 acre tract conveyed to Harris County for a 10 foot widening as recorded under File Number K543508, Film Code Number 046-79-2029 of the H.C.O.P.R.R.P.;

THENCE, North $02^{\circ}12'26''$ West, along the line common to said 0.0423 acre tract and said 5.8400 acre tract, a distance of 181.02 feet to a point for the northeast corner of said 0.0423 acre tract;

175-43-0517

THENCE, North 70°29'40" West, passing at 10.76 feet the northwest corner of said 0.0423 acre tract, being also the southeast corner of said 0.196 acre City of Houston tract and being an angle point in the northeasterly right-of-way line of Hollyhurst Lane (40 feet wide) as shown on the map of Hollyhurst Subdivision recorded in Volume 343, Page 173 of the Harris County Deed Records (H.C.D.R.), continuing along the southerly line of said 0.196 acre tract a total distance of 53.33 feet to a point in the westerly right-of-way line of proposed Uptown Park Boulevard (80 feet wide) and being the POINT OF BEGINNING (X = 3,123,834.90, Y = 715,545.65);

THENCE, North 70°29'40" West, along the northeasterly right-of-way line of said Hollyhurst Lane, being the southerly line of said 0.196 acre tract, a distance of 10.67 feet to a point in the arc of a non-tangent curve to the right;

THENCE, Northeasterly 28.82 feet along the arc of said curve to the right (Central Angle = 00°48'20"; Radius = 2,050.00 Feet; Chord Bearing and Distance = North 00°29'44" West, 28.82 feet) to the point of tangency;

THENCE, North 00°05'34" West, a distance of 31.26 feet to a point in the north line of said 0.196 acre tract and being in the southerly line of Uptown Park Subdivision, Section One, as recorded under Film Code Number 354053 of the Harris County Map Records H.C.M.R.;

THENCE, South 49°49'10" East, along the line common to said 0.196 acre tract and said Uptown Park Subdivision, a distance of 13.11 feet to a point in the west right-of-way line of Uptown Park Boulevard (width varies) recorded under Film Code Number 353136 of the Harris County Map Records (H.C.M.R.);

THENCE, South 00°05'34" East, a distance of 22.79 feet to a point for the beginning of a tangent curve to the left;

THENCE, Southeasterly, 32.40 feet along the arc of said curve to the left (Central Angle = 00°54'36"; Radius = 2,040.00 feet; Chord Bearing and Distance = South 00°32'52" East, 32.40 feet) to the POINT OF BEGINNING and containing a computed area of 0.013 acre (576 square feet of land).

COMPILED BY:
Survcon Inc.
Houston, Texas
Job No. 520-739
July 1993
D-45

Checked: N.C.S.
Approved: 2-28-93
Date: Jan 21 1994

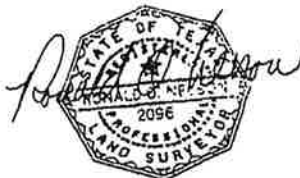


EXHIBIT E
Page 2 Of 2

175-42-0518

C/FIX -h!!

DEDICATION DEED

THE STATE OF TEXAS §

COUNTY OF HARRIS §

GRANTOR:

WHH, Ltd., a Texas Limited Partnership

GRANTOR'S MAILING ADDRESS:

3649 Piping Rock
Houston, TX 77027

GRANTEE:

The City of Houston, a Municipal Corporation situated in Harris, Fort Bend and Montgomery Counties.

GRANTEE'S MAILING ADDRESS:

P.O. Box 1562
Houston, Texas 77251

CONSIDERATION:

Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

TRACT I (PARCEL NUMBER A94-81):

An easement for street right-of-way purposes upon and across a tract or parcel of land containing 11,467 square feet out of the William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in EXHIBIT "A", consisting of three (3) pages, attached hereto and made a part hereof for all purposes.

TRACT II (PARCEL NUMBER A94-82):

An easement for street right-of-way purposes upon and across a tract or parcel of land containing 2,444 square feet out of the William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in EXHIBIT "B", consisting of two (2) pages, attached hereto and made a part hereof for all purposes.

175-43-0519

CJF183/jrh

Grantor for the consideration grants, dedicates and conveys to Grantee the easement for street right-of-way purposes upon and across **TRACT I**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's successors or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Grantor for the consideration dedicates and quitclaims to Grantee all of Grantor's right, title, interest, claim and demand in and to the easement for street right-of-way purposes upon and across **TRACT II**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold unto Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors, legal representatives or assigns shall have, claim or demand any right or title to the easement.

WITNESS WHEREOF, these presents have been executed by Grantor this 22ND day of OCTOBER, 1993

**WHH, LTD., A TEXAS LIMITED
PARTNERSHIP**

By: Lois H. Allison
Name: LOIS H. ALLISON
Title: MANAGING GENERAL PARTNER

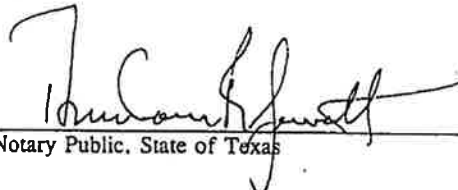
175-43-0520

CJF183/jrhG

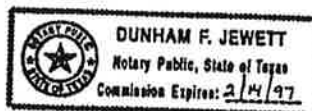
THE STATE OF TEXAS §

COUNTY OF HARRIS §

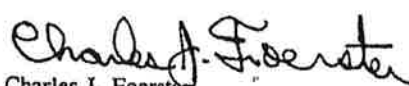
This instrument was acknowledged before me on the ^{AJA} 22 day of October, 1993 by Lois H. Allison, ^{MANAGING} ~~General Partner~~ of WHH, LTD., A TEXAS LIMITED PARTNERSHIP on behalf of said partnership.


Notary Public, State of Texas

(Notary Seal)



APPROVED:


Charles J. Foerster
Senior Assistant City Attorney

L.D. File Number 73-93041

175-43-0521

Parcel No. A94-81
Council Motion No. 93-1712, 1713, 1714
Drawing No. 70.01
Sheet 1 of 1

Metes and Bounds Description
0.263 Acre (11,467 Square Feet)
William White Survey, A-836
Harris County, Texas

Being a tract of land containing 0.263 acre (11,467 square feet) situated in the William White Survey, A-836, Harris County, Texas, and being out of a called 5.8400 acre tract described in two undivided one-half interest deeds: in deed from Katherine S. Highams to WHH Ltd., dated May 29, 1981 and recorded under Film Number G993054, Film Code Number 186-82-2320 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), and in deed from Katherine S. Highams, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; said 0.263 acre tract being more particularly described by metes and bounds as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734:

COMMENCING at a Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line of Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of said 5.8400 acre tract; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = $26^{\circ}40'01''$; Radius = 1,372.40 feet; Chord Bearing and Distance = South $41^{\circ}34'29''$ West, 633.00 feet) an arc distance of 638.75 feet to the southeast corner of a called 0.1629 acre tract described in deed from Joe Bertani, et ux to Gilbert Adam Bertani et al, dated March 19, 1987 and recorded under File Number L032890, Film Code Number 076-74-0683 of the H.C.O.P.R.R.P.;

North $04^{\circ}04'58''$ West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 75.81 feet to a 1-1/4-inch iron pipe found for the northeast corner of said 0.1629 acre tract;

South $70^{\circ}04'48''$ West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 62.13 feet to the POINT OF BEGINNING (X = 3,123,902.01, Y = 715,350.56)

THENCE, South $70^{\circ}04'48''$ West, continuing along the line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 10.50 feet to a 5/8-inch iron rod found for the southeast corner of a called 0.0423 acre tract described in deed from WHH Ltd. to Harris County, dated May 9, 1986 and recorded under File Number K543508, Film Code Number 046-79-2029 of the H.C.O.P.R.R.P.;

THENCE, North $02^{\circ}12'26''$ West, along the easterly line of said 0.0423 acre tract, a distance of 181.02 feet to a 5/8-inch iron rod set for the northeast corner of said 0.0423 acre tract;

175-43-0522

PAPER NO. A34-P1

THENCE, North 70°29'40" West, along the northerly line of said 0.0423 acre tract, a distance of 10.76 feet to a 5/8-inch iron rod set for the southeast corner of a called 0.196 acre tract described in a condemnation judgement to the City of Houston, dated December 30, 1960 and recorded under File Number NJ44990, Film Code Number 002-57-0068 of the H.C.O.P.R.R.P.; being also in the west line of said 5.8400 acre tract, and being an angle point in the northeasterly right-of-way line of Hollyhurst Lane (40 feet wide) as shown on the map of Hollyhurst Subdivision recorded in Volume 343, Page 173 of the Harris County Deed Records (H.C.D.R.);

THENCE, North 02°12'26" West, along the line common to said 5.8400 acre tract and said 0.196 acre tract, a distance of 81.71 feet to a 5/8-inch iron rod set for the northeast corner of said 0.196 acre tract, being in the line common to said 5.8400 acre tract and Uptown Park Subdivision, Section One, as recorded under Film Code Number 354053 of the Harris County Map Records (H.C.M.R.), being also a point in the existing southeasterly line of Uptown Park Boulevard (width varies) as recorded under Film Code Number 353136 of the H.C.M.R.;

THENCE, along the line common to said 5.8400 acre tract and said Uptown Park Boulevard the following courses:

North 40°14'43" East, 26.95 feet to a set 5/8-inch iron rod;
North 25°22'30" West, 34.57 feet to a set 5/8-inch iron rod;
North 61°32'57" West, 30.25 feet to a set 5/8-inch iron rod;
North 48°51'14" East, 10.71 feet to a set 5/8-inch iron rod;
North 56°15'04" East, 55.67 feet to a set 5/8-inch iron rod;
North 14°11'06" East, 42.77 feet to a 5/8-inch iron rod set in the easterly right-of-way line of said Uptown Park Boulevard;

THENCE, along the easterly right-of-way line of proposed Uptown Park Boulevard, the following courses:

South 02°09'38" East, 6.97 feet to the beginning of a tangent curve to the right;

Southeasterly, along the arc of said curve to the right (Central Angle = 02°04'04"; Radius = 2,040.00 feet; Chord Bearing and Distance = South 01°07'36" East, 73.62 feet) an arc distance of 73.62 feet to a 5/8-inch iron rod set for the point of tangency;

South 00°05'34" East, a distance of 100.00 feet to the beginning of a tangent curve to the left;

Southeasterly, along the arc of said curve to the left (Central Angle = 02°04'54"; Radius = 1,960.00 feet; Chord Bearing and Distance = South 01°08'01" East, 71.21 feet) an arc distance of 71.21 feet to a 5/8-inch iron rod set for the beginning of a reverse curve to the right;

Southwesterly, along the arc of said curve to the right (Central Angle = 16°18'06"; Radius = 310.00 feet; Chord Bearing and Distance = South 05°58'35" West, 87.90 feet) an arc distance of 88.20 feet to the point of tangency;

South 14°07'38" West, a distance of 5.10 feet to the beginning of a tangent curve to the left;

EXHIBIT A
Page 2 Of 3

175-43-0523

PLAT 175-43-81

Southwesterly, along the arc of said curve to the left
(Central Angle = 16°20'04"; Radius = 150.00 feet; Chord
Bearing and Distance = South 05°57'36" West, 42.62 feet) an
arc distance of 42.76 feet to the point of tangency;

South 02°12'26" East, a distance of 21.72 feet to the POINT OF
BEGINNING, containing a computed area of 0.263 acre (11,467
square feet) of land.

COMPILED BY
Survcon Inc.
Houston, Texas
Job No. 520-739
July 1993, Revised 8-25-93
D-45

Checked: NCS
Approved: 8-30-93
Date: James J. Hubert



175-43-0524

Parcel No: A 94-82
Council Motion No: 91-1712, 1713, 1714
Drawing No.: 30, 791
Sheet 1 of 1

Metes and Bounds Description
0.056 Acre (2,444 Square Feet)
William White Survey, A-836
Harris County, Texas

EXHIBIT B
Page 1 Of 2

Being a tract of land containing 0.056 acre (2,444 square feet) situated in the William White Survey, A-836 Harris County, Texas, and being out of a called 0.196 acre tract described in condemnation deed to the City of Houston, Texas, dated December 10, 1960 and recorded under File Number H344990, Film Code Number 022-57-0068 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.); said 0.056 acre tract being more particularly described by metes and bounds as follows, with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734;

COMMENCING at Texas Department of Transportation (T.D.O.T.) cap (X = 3,124,385.82, Y = 715,769.60) found at the point of intersection of the existing westerly right-of-way line of Interstate Highway 610 (West Loop) with the existing northerly right-of-way line to Post Oak Boulevard (width varies), being a point in the arc of a curve to the right, and being the southeasterly corner of a called 5.8400 acre tract described in two undivided one-half interest deeds; in deed from Katherine S. Highams to WHH Ltd., dated May 29, 1981 and recorded under File Number G993054, Film Code Number 186-82-2320 of the H.C.O.P.R.R.P.; and in deed from Katherine S. Highams, et al to WHH Ltd., dated May 29, 1981 and recorded under File Number H001023, Film Code Number 186-93-0751 of the H.C.O.P.R.R.P.; thence as follows:

Southwesterly, along said existing northerly right-of-way line and the arc of said curve to the right (Central Angle = 26°40'01"; Radius = 1,372.40 feet; Chord Bearing and Distance = South 41°34'29" West, 633.00 feet) an arc distance of 638.75 feet to the southeast corner of a called 0.1629 acre tract described in deed from Joe Bertani, et ux to Gilbert Adam Bertani et al, dated March 19, 1987 and recorded under File Number L032890, Film Code Number 076-74-0683 of the H.C.O.P.R.R.P.;

North 04°04'58" West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, a distance of 75.81 feet to a 1-1/4 inch iron pipe found for the northeast corner of said 0.1629 acre tract;

South 70°04'48" West, along a line common to said 5.8400 acre tract and said 0.1629 acre tract, passing at 41.14 feet a point in the easterly right-of-way line of proposed Uptown Park Boulevard (80 feet wide); continuing in all a total distance of 72.63 feet to a 5/8-inch iron rod found for the southeast corner of a called 0.0423 acre tract conveyed to Harris County for a 10 foot widening as recorded under File Number K543508, Film Code Number 046-79-2029 of the H.C.O.P.R.R.P.;

THENCE, North 02°12'26" West, along the line common to said 0.0423 acre tract and said 5.8400 acre tract, a distance of 181.02 feet to a point for the northeast corner of said 0.0423 acre tract;


THENCE, North 70°29'40" West along the northerly line of said 0.0423 acre tract, a distance of 10.76 feet to the POINT OF BEGINNING (X = 3,123,875.02, Y = 715,531.44) being the southeast corner of said City of Houston 0.196 acre tract, and being an angle point in the northeasterly right-of-way line of Hollyhurst Lane (40 feet wide) as shown on the map of Hollyhurst Subdivision recorded in Volume 143, Page 173 of the Harris County Deed Records (H.C.D.R.);

175-43-0525

I, ANNA RUSSELL, City Secretary of the City of Houston do hereby certify that the within and foregoing is a true and correct copy of Ordinance No. 93-1395, passed and adopted by the City Council of said City on the 3rd day of November, 1993, as the same appears in the records in my office.

WITNESS my hand and the Seal of said City this 8th day of November A.D. 1993.




City Secretary of the City of Houston
Anna Russell

175-43-0526

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.

175-43-0527

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 herein by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

NOV 12 1993



Dee A. Ryan
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

93 NOV 12 PM 4:24

Dee A. Ryan
COUNTY CLERK
HARRIS COUNTY, TEXAS

AJW1696/fc

Parcel 592-30A &
30F.

WD
P247027

DEDICATION DEED

105-44-0630

THE STATE OF TEXAS §

COUNTY OF HARRIS §

05/25/93 00252289 P247027 : 19.00

GRANTOR:

Interfin Uptown Limited Partnership

GRANTOR'S MAILING ADDRESS:

1400 Post Oak Boulevard
Houston, Texas 77056

GRANTEE:

19
D
The City of Houston, a Municipal Corporation situated in Harris, Fort Bend and Montgomery Counties. L

GRANTEE'S MAILING ADDRESS:

P.O. Box 1562
Houston, Texas 77251

CONSIDERATION:

Ten dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

TRACT I:

An easement for street right-of-way purposes upon and across a tract or parcel of land containing 126,058 square feet out of William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in Exhibit "A", consisting of one page, attached hereto and made a part hereof. J

105-44-0691

TRACT II:

An easement for waterline purposes being two tracts of land upon and across a tract or parcel of land containing 15,125 square feet out of William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in Exhibit "B", consisting of one page, attached hereto and made a part hereof.

TRACT III:

An easement for sanitary sewer purposes upon and across a tract or parcel of land containing 16,890 square feet out of William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in Exhibit "C", consisting of one page, attached hereto and made a part hereof.

TRACT IV:

An easement for drainage purposes upon and across a tract or parcel of land containing 12,215 square feet out of William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in Exhibit "D", consisting of one page, attached hereto and made a part hereof.

TRACT V:

An easement for storm sewer purposes upon and across a tract or parcel of land containing 5,978 square feet out of William White Survey, A-836, Harris County, Texas, and being more particularly described by metes and bounds in Exhibit "E", consisting of one page, attached hereto and made a part hereof.

Grantor for the consideration grants, dedicates and conveys to Grantee the easements for street right-of-way, waterline, sanitary sewer, drainage and storm sewer purposes, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's executors and administrators, to warrant and forever defend all and singular the easement to Grantee and Grantee's successors or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AJW1696/fc

105-44-0692

IN WITNESS WHEREOF, these presents have been executed by
Grantor this 4th day of August, 1992.

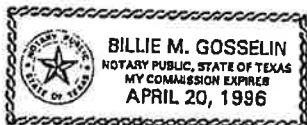
INTERFIN UPTOWN LIMITED
PARTNERSHIP

By: *Giorgio Borlenghi*
Name: Giorgio Borlenghi
Title: President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 4th day
of August, 1992, by Giorgio Borlenghi
____ President of Interfin Uptown Limited Partnership.



Billie M. Gosselein
Notary Public in and for
the State of Texas

*Interfin Corporation, Managing General Partner of

Approved:

April J. Walker

April J. Walker
Assistant City Attorney

L. D. File 73-92026

Parcel No. 352-43
Council Motion No. 91-3112
Drawing No. 8953
Sheet No. 2 of 2

105-44-0093

Metes and Bounds Description
Upton Park Boulevard (80.00 Feet Wide)
2.8933 Acres (124,058 Sq. Ft.)
William White Survey, A-816
Harris County, Texas

being a tract of land containing 2.8933 acres (124,058 square feet) of land situated in the William White Survey, A-816, Harris County, Texas and being out of a called 28.1546 acre tract described in deed from Southwest Federal Savings Association to Interwin Upton Limited Partnership, dated June 3, 1991 and recorded under File Number M57681, File Code Number 014-04-1753 of the Harris County Official Public Records of Real Property, said 2.8933 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99987741:

COMMENCING at the northeasterly corner (X = 3,314,323.43, Y = 717,449.33) of said 28.1546 acre tract being in the existing westerly right-of-way line of Interstate Highway 610 (West Loop);

THENCE, South 02°09'38" East, along the easterly line of said 28.1546 acre tract and said westerly right-of-way line, a distance of 543.03 feet to the POINT OF BEGINNING (X = 3,314,343.75, Y = 718,844.77) of the herein described tract being the most easterly cut-back corner in the proposed northerly right-of-way line of Upton Park Boulevard;

THENCE, South 02°09'38" East, continuing along said easterly line and westerly right-of-way line, a distance of 110.00 feet to a point for corner being the most westerly cut-back corner in the proposed southerly right-of-way line of said Upton Park Boulevard;

THENCE, North 47°09'38" West, along said proposed southerly right-of-way line, a distance of 21.21 feet to the most westerly cut-back corner in said southerly right-of-way line;

THENCE, South 87°30'22" West, along said proposed southerly right-of-way line, a distance of 218.24 feet to the beginning of a tangent curve to the left;

THENCE, Southwesterly, continuing along said proposed southerly right-of-way line and curve to the left (Central Angle = 90°00'00"; Radius = 170.00 feet; Chord Bearing and Distance = South 41°50'22" West, 340.13 feet) an arc distance of 287.04 feet to the point of tangency, being in the proposed easterly right-of-way line of said Upton Park Boulevard;

THENCE, South 02°09'38" East, along said proposed easterly right-of-way line, a distance of 344.11 feet to a point for corner in the southerly line of said 28.1546 acre tract;

THENCE, Southwesterly, departing said proposed easterly right-of-way line and along said southerly line, the following courses:

South 24°11'04" West, a distance of 43.77 feet to an angle point;

South 54°12'04" West, a distance of 35.67 feet to an angle point;

South 48°51'14" West, a distance of 10.71 feet to an angle point;

South 61°32'57" East, a distance of 30.23 feet to an angle point;

South 25°23'30" East, a distance of 34.57 feet to an angle point;

South 40°14'43" West, a distance of 41.87 feet to an angle point;

South 81°37'32" West, a distance of 21.38 feet to an angle point;

North 49°48'10" West, a distance of 4.23 feet to a point for corner in the proposed westerly right-of-way line of said Upton Park Boulevard;

THENCE, North 00°13'52" West, departing said southerly line and along said proposed westerly right-of-way line, a distance of 68.82 feet to the beginning of a tangent curve to the left;

THENCE, Northerly, continuing along said proposed westerly right-of-way line and curve to the left (Central Angle = 90°00'00"; Radius = 1,940.00 feet; Chord Bearing and Distance = North 01°13'43" East, 44.00 feet) an arc distance of 84.00 feet to the point of tangency;

THENCE, North 02°09'38" West, continuing along said proposed westerly right-of-way line, a distance of 164.98 feet to the beginning of a tangent curve to the right;

THENCE, Northwesterly, continuing along said proposed westerly right-of-way line and curve to the right (Central Angle = 90°00'00"; Radius = 230.00 feet; Chord Bearing and Distance = North 43°53'22" East, 231.55 feet) an arc distance of 212.70 feet to the point of tangency, being in the proposed northerly right-of-way line of said Upton Park Boulevard;

THENCE, North 87°30'22" East, along said proposed northerly right-of-way line, a distance of 218.24 feet to the most westerly cut-back corner in said proposed northerly right-of-way line;

THENCE, North 43°50'22" East, continuing along said proposed northerly right-of-way line, a distance of 21.21 feet to the POINT OF BEGINNING, and containing a computed area of 2.8933 acres (124,058 square feet) of land.

EXHIBIT A
Page 1 of 1

Created: N.C.S.
Date: 7/12/20
Approved: [Signature]



Parcel No. R07-4A & B
Council Motion No. 21-2382
Drawing No. 495
Sheet No. 2 of 2

105-44-0694

Miles and Bounds Description
15.00 Foot Wide Waterline Easement
Part One 0.1683 Acre (7,331 Sq. Ft.)
Part Two 0.1789 Acre (7,794 Sq. Ft.)
William White Survey, A-434
Harris County, Texas

being two tracts of land containing a total of 0.3472 acre (15,125 square feet) of land, Part One being 0.1683 acre (7,331 square feet), Part Two being 0.1789 acre (7,794 square feet) of land situated in the William White Survey, A-434, Harris County, Texas and being all of a called 26.1544 acre tract described in deed from South-west Federal Savings Association to Zimartin Upson Limited Partnership, dated June 2, 1991 and recorded under File Number 9167641, File Code Number 034-09-1732 of the Harris County Official Public Records of Real Property, said Part One and Part Two being more particularly described by name and bounds as follows with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone, all distances are surface and may be converted to grid by multiplying by the combined factor of 0.999847341:

Part One Parcel No. R07-4A

COMMENCING at the northeasterly corner of said 26.1544 acre tract (X = 3,124,322.45, Y = 717,449.33) being in the existing westerly right-of-way line of Interstate Highway 610 (West Loop);

THENCE, South 01°09'38" East, along said westerly right-of-way line, a distance of 61.44 feet to a point for corner;

THENCE, South 81°04'17" West, departing said westerly right-of-way line, a distance of 11.39 feet to the POINT OF BEGINNING (X = 3,124,313.77, Y = 717,383.22) of the herein described tract being 10.00 feet westerly of and at right angles to said westerly right-of-way line;

THENCE, South 02°09'38" East, departing said northerly line and along a line that is 10.00 feet westerly of and parallel to said westerly right-of-way line, a distance of 488.24 feet to a point for corner in the proposed northerly right-of-way line of Upson Park Boulevard (60 feet wide);

THENCE, South 43°50'22" West, along said northerly right-of-way line, a distance of 7.07 feet to the most westerly cut back corner of said proposed northerly right-of-way line;

THENCE, South 87°50'22" West, continuing along said northerly right-of-way line, a distance of 10.00 feet to a point for corner, being 25.00 feet westerly of and at right angles to the westerly right-of-way line of said West Loop;

THENCE, North 02°09'38" West, departing said northerly right-of-way line and along a line that is 25.00 feet westerly of and parallel to said westerly right-of-way line, a distance of 488.78 feet to a point for corner in the northerly line of said 26.1544 acre tract;

THENCE, North 81°04'17" East, along said northerly line, a distance of 14.80 feet to the POINT OF BEGINNING, and containing a computed area of 0.1683 acre (7,331 square feet) of land within Part One.

Part Two Parcel No. R07-4B

COMMENCING at the northeasterly corner of said 26.1544 acre tract (X = 3,124,322.45, Y = 717,449.33) being in the existing westerly right-of-way line of Interstate Highway 610 (West Loop);

THENCE, South 01°09'38" East, along the westerly line of said 26.1544 acre tract and said westerly right-of-way line, a distance of 679.03 feet to the most westerly cut back corner in the proposed southerly right-of-way line of said Upson Park Boulevard;

THENCE, North 47°09'38" West, departing said westerly right-of-way line and along said proposed southerly right-of-way line, a distance of 14.14 feet to the POINT OF BEGINNING (X = 3,131,237.32, Y = 714,784.47) of the herein described tract, being 10.00 feet westerly of and at right angles to said westerly right-of-way line;

THENCE, South 02°09'38" East, departing said proposed southerly right-of-way line and along a line that is 10.00 feet westerly of and parallel to said westerly right-of-way line, a distance of 512.17 feet to a point for corner in the southerly line of said 26.1544 acre tract;

THENCE, South 84°05'05" West, along said southerly line, a distance of 14.28 feet to a point for corner being 25.00 feet westerly of and at right angles to said westerly right-of-way line;

THENCE, North 02°09'38" West, departing said southerly line and along a line that is 25.00 feet westerly of and parallel to said westerly right-of-way line, a distance of 512.77 feet to a point for corner in the proposed southerly right-of-way line of said Upson Park Boulevard;

THENCE, North 87°50'22" East, along said proposed southerly right-of-way line, a distance of 10.00 feet to the most westerly cut back corner in said southerly right-of-way line;

THENCE, South 47°09'38" East, continuing along said southerly right-of-way line, a distance of 7.07 feet to the POINT OF BEGINNING, and containing a computed area of 0.1789 acre (7,794 square feet) of land within Part Two and a combined total of 0.3472 acre (15,125 square feet) of land within Parts One and Two.

EXHIBIT B
Page 1 of 1

Checked: N.C.S.
Date: 9-23-78
Approved: Jan. J. Rutledge



Parcel No. D92-01
Council Motion No. 91-0082
Drawing No. 6952
Sheet No. 2 of 2

Notes and Bounds Description.
10.00 Foot Wide Sanitary Sewer Easement
0.2877 Acre (14,890 Sq. Ft.)
William White Survey, A-434
Harris County, Texas

105-44-0695

Being a tract of land containing 0.2877 acre (14,890 square feet) of land situated in the William White Survey, A-434, Harris County, Texas and being out of a called 28.1544 acre tract described in deed from Southwest Federal Savings Association to Interim Upcon Limited Partnership, dated June 3, 1991 and recorded under File Number 8087482, File Code Number 014-04-1753 of the Harris County Official Public Records of Real Property, said 0.2877 acre tract being more particularly described by notes and bounds as follows with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99984734:

COMMENCING at the northeasterly corner of said 28.1544 acre tract (X = 3,124,322.45, Y = 717,419.32) being in the existing westerly right-of-way line of Interstate Highway #10 (West Loop);

THENCE, South 02°09'18" East, along the easterly line of said 28.1544 acre tract and said westerly right-of-way line, a distance of 545.03 feet to the most westerly cut back corner in the proposed northerly right-of-way line of Upton Park Boulevard (60 feet wide);

THENCE, South 43°50'22" West, along said proposed northerly right-of-way line, a distance of 7.07 feet to the POINT OF BEGINNING (X = 3,124,328.94, Y = 716,879.58) of the herein described tract;

THENCE, South 43°50'22" West, continuing along said proposed northerly right-of-way line, a distance of 14.14 feet to the most westerly cut back corner in said proposed northerly right-of-way line;

THENCE, South 87°50'32" West, continuing along said proposed northerly right-of-way line, a distance of 284.24 feet to the beginning of a tangent curve to the left;

THENCE, southeasterly, continuing along said proposed northerly right-of-way line and curve to the left (Central Angle = 90°00'00"; Radius = 250.00 feet; Chord Bearing and Distance = South 43°50'22" West, 251.55 feet) an arc distance of 292.70 feet to the point of tangency being in the proposed westerly right-of-way line of said Upton Park Boulevard;

THENCE, South 02°09'18" East, along said proposed westerly right-of-way line, a distance of 844.94 feet to the beginning of a tangent curve to the right;

THENCE, southerly, continuing along said proposed westerly right-of-way line and curve to the right (Central Angle = 01°53'46"; Radius = 1,940.00 feet; Chord Bearing and Distance = South 01°11'45" East, 44.00 feet) an arc distance of 64.00 feet to the point of tangency;

THENCE, South 00°13'53" East, continuing along said proposed westerly right-of-way line, a distance of 68.62 feet to a point for corner in the southerly line of said 28.1544 acre tract;

THENCE, North 49°49'10" West, departing said proposed westerly right-of-way line and along said southerly line, a distance of 13.13 feet to a point for corner being 10.00 feet westerly of and at right angles to said proposed westerly right-of-way line;

THENCE, North 00°13'53" West, departing said southerly line and along a line that is 10.00 feet westerly of and parallel to said proposed westerly right-of-way line, a distance of 60.10 feet to the beginning of a tangent curve to the left;

THENCE, Northerly, along said curve to the left, being 10.00 feet westerly of and concentric to said proposed westerly right-of-way line (Central Angle = 01°53'46"; Radius = 1,950.00 feet) Chord Bearing and Distance = North 01°11'45" West, 45.64 feet) an arc distance of 45.67 feet to the point of tangency;

THENCE, North 02°09'18" West, along a line that is 10.00 feet westerly of and parallel to said proposed westerly right-of-way line, a distance of 844.98 feet to the beginning of a tangent curve to the right;

THENCE, Northeasterly, along said curve to the right, being 10.00 feet northwesterly of and concentric to said proposed westerly right-of-way line (Central Angle = 90°00'00"; Radius = 250.00 feet; Chord Bearing and Distance = North 43°50'22" East, 251.70 feet) an arc distance of 406.41 feet to the point of tangency;

THENCE, North 87°50'32" East, along a line that is 10.00 feet northerly of and parallel to the proposed northerly right-of-way line of said Upton Park Boulevard, a distance of 294.24 feet to the POINT OF BEGINNING, and containing a computed area of 0.2877 acre (14,890 square feet) of land.

Checked: ALC

Date: 3-12-92

Approved: [Signature]



Sheet No. 2 of 2

Notes and Bounds Description:
Drainage Easement
0.2804 Acre (12,215 Sq. Ft.)
William White Survey, A-636
Harris County, Texas

105-44-0696

Being a tract of land containing 0.2804 acre (12,215 square feet) of land situated in the William White Survey, A-636, Harris County, Texas and being out of a called 28.1546 acre tract described in deed from Southwest Federal Savings Association to Interlin Uptown Limited Partnership, dated June 5, 1991 and recorded under File Number 8067661, File Code Number 016-08-1752 of the Harris County Official Public Records of Real Property, said 0.2804 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734:

BEGINNING at the most westerly northwesterly corner of said 28.1546 acre tract (X = 3,123,482.38, Y = 716,850.01);

THENCE, Northeastly, along the westerly line of said 28.1546 acre tract, the following courses:

North 71°11'47" East, a distance of 46.10 feet to an angle point;

North 49°27'55" East, a distance of 93.19 feet to an angle point;

North 15°44'52" East, a distance of 49.04 feet to an angle point;

North 02°00'25" East, a distance of 38.57 feet to an angle point;

North 37°13'47" East, a distance of 14.90 feet to an angle point;

North 59°14'50" East, a distance of 19.64 feet to an angle point;

North 31°42'00" East, a distance of 36.34 feet to an angle point;

North 00°46'14" East, a distance of 21.71 feet to an angle point;

South 56°43'43" West, a distance of 36.76 feet to an angle point;

South 84°53'46" West, a distance of 17.69 feet to an angle point;

North 21°52'33" West, a distance of 11.28 feet to an angle point;

North 02°06'55" East, a distance of 34.47 feet to an angle point;

North 31°56'33" East, a distance of 36.87 feet to an angle point;

North 22°12'17" West, a distance of 21.75 feet to an angle point;

North 34°08'34" East, a distance of 41.81 feet to an angle point;

North 59°26'43" East, a distance of 30.80 feet to an angle point;

South 66°13'50" East, a distance of 6.87 feet to a point for corner;

THENCE, South 00°48'14" West, departing said westerly line, a distance of 148.32 feet to an angle point;

THENCE, South 31°42'00" West, a distance of 74.08 feet to an angle point;

THENCE, South 15°44'52" West, a distance of 82.74 feet to an angle point;

THENCE, South 49°27'55" West, a distance of 100.61 feet to an angle point;

THENCE, South 71°11'47" West, a distance of 53.59 feet to a point for corner in the westerly line of said 28.1546 acre tract;

THENCE, North 01°43'37" West, along said westerly line, a distance of 15.49 feet to the POINT OF BEGINNING, and containing a computed area of 0.2804 acre (12,215 square feet) of land.

Checked: ACG

Date: 3-12-92

Approved: [Signature]



EXHIBIT D
Page 1 Of 1

105-44-0697.

Being a tract of land containing 0.1372 acre (5,978 square feet) of land situated in the William White Survey, A-836, Harris County, Texas and being out of a called 28.1546 acre tract described in deed from Southwest Federal Savings Association to Interfin Uptown Limited Partnership dated June 5, 1991 and recorded under File Number N167581, File Code Number 036-08-1752 of the Harris County Official Public Records of Real Property, said 0.1372 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.99988734:

THENCE, Southwesterly, along said proposed northwesterly right-of-way line and curve to the left (Central Angle = $04^{\circ}35'21''$; Radius = 250.00 feet; Chord Bearing and Distance = South $36^{\circ}36'44''$ West, 20.02 feet) an arc distance of 20.02 feet to a point for corner;

THENCE, North 15°44'52" East, a distance of 21.78 feet to a point for corner;

THENCE, South 50°54'03" East, a distance of 302.90 feet to the POINT OF BEGINNING, and containing a computed area of 0.1372 acre (5,978 square feet) of land.

Approved: Lance I. Kuhl



AT THE TIME OF RECORING, THIS
RECORDING WAS FOUND TO BE INADEQUATE
IN A NUMBER OF RESPECTS, INCLUDING REPRODUCTION
OF A NUMBER OF LETTERS, CAPTION OR
PHOTO COPY, IN COLORED PAGES, ETC.

COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESPECTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER THE REAL PROPERTY STATUTES OF 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 herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on _____.

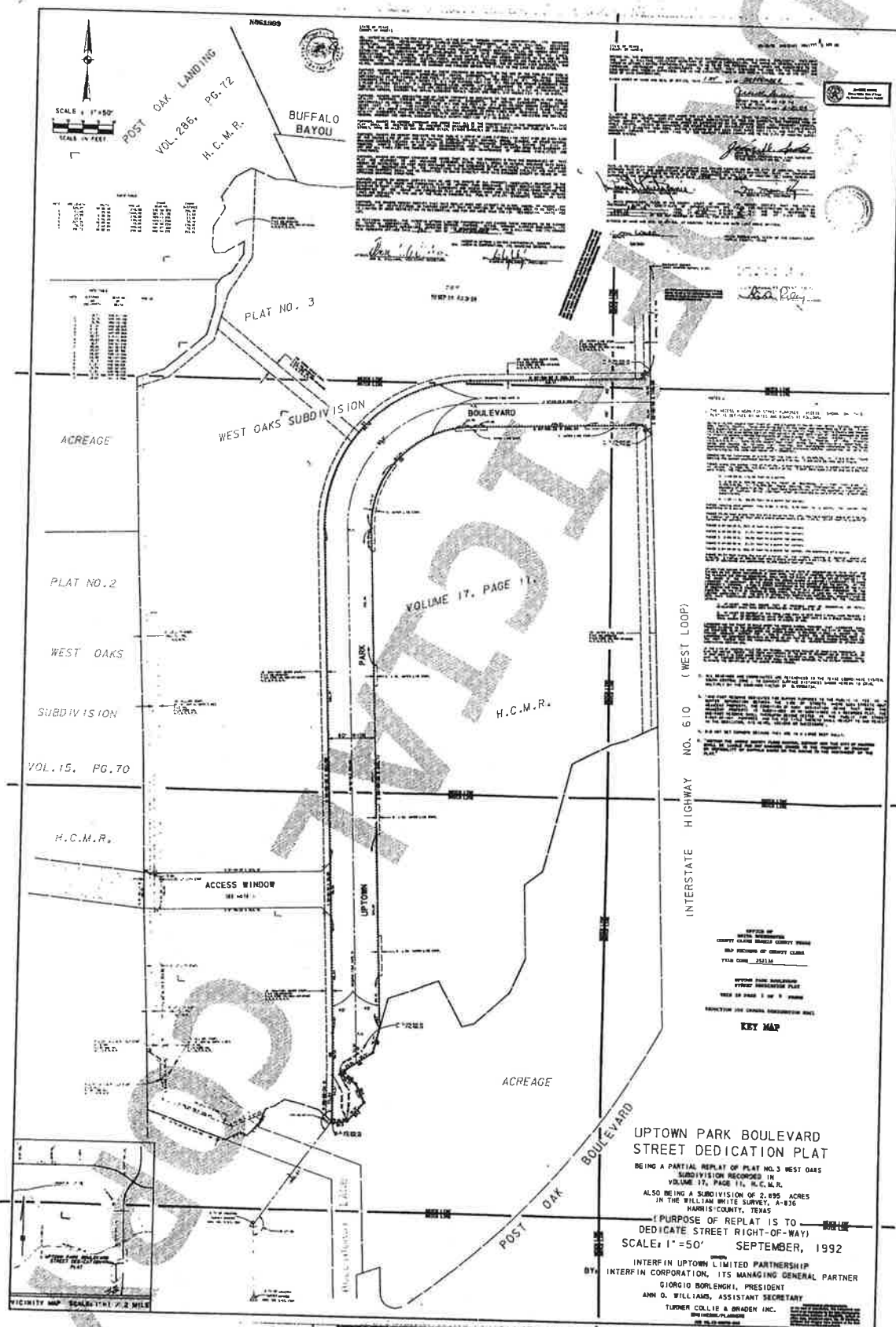
MAY 25 1993

Virginia Pearson
DEPUTY
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Return to :
CITY OF HOUSTON
CAPITAL PROJECTS DEPARTMENT
REAL ESTATE DIVISION
P. O. BOX 1562
HOUSTON, TEXAS 77251-1562

FILED
93 MAY 25 AM 11:38

EXHIBIT E
Page 1 Of 1



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ACREAGE

PLAT NO. 2

WEST OAKS

SUBDIVISION

VOL. 15, PG. 70

H.C.M.R.

PLAT NO. 3

WEST OAKS SUBDIVISION

OFFICE OF
COUNTY CLERK
HAY RECORDS OF COUNTY CLERK
PLAT CODE 351139

UPPER PARK BOULEVARD
STREET DEDICATION PLAN
THIS IS PAGE 4 OF 9 PAGES
REDUCTION 10X CAMERA REPRODUCTION 100%

UNOFFICIAL COPY

VOLUME 17, PAGE 11

PARK

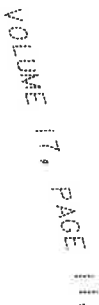
BOULEVARD

H.C.M.R.

STATE HIGHWAY NO. 610 (WEST LOOP)

- NOTES:
1. THE ACCESS WINDOW FOR STREET PLAN PLAT IS DEFINED BY METES AND BOUNDS AS SHOWN ON THE PLAT.
 2. ALL BEARINGS AND DISTANCES ARE AS SHOWN ON THE PLAT.
 3. THE PLAT IS SUBJECT TO THE FOLLOWING CONDITIONS:
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 - b. THE PLAT IS SUBJECT TO THE FOLLOWING CONDITIONS:
 - c. THE PLAT IS SUBJECT TO THE FOLLOWING CONDITIONS:
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[Signature]

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- [illegible]

CAMERA DESIGNATION MRG1

UPTON PARK BOULEVARD
STREET DEDICATION PLAT

100

1957

ACCESS WINDOW

SEE NOTE 1

01-15-2010 11:10:10.5

UPTOWN

MATCH LINE

1

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DATE

NO. 61

4. DID NOT SET COORDERS BECAUSE THEY ARE
GUT-OR-MAY PURPOSES AND THE FEEL
IN THE DEDICATOR, HIS HEINT, ASSIDE

5. "NEITHER THE MAHON COUNTY PLAZO CO
BALL BE LIABLE FOR ANY DAMAGES OR
OR INDEMNITY OF BUFFALO BARRO OR
PLAZO."

ACPR 6000

BOULEVARD

UPTOWN PARK BOULE
STREET DEDICATION

BEING A PARTIAL REPLAT OF PLAT NO. 3

SUBMISSION RECEIVED IN
VOLUME 17, PAGE 11, H.C.M.R.

ALSO BEING A SUBDIVISION OF 2.895

HARRIS COUNTY, TEXAS

— (PURPOSE OF REPLAT IS

DEDICATE SINCE RIGHT-OF-

CALL: 1-800-321-1EMID

INTERF IN, UPTOWN LIMITED PARTNE

IN CORPORATION, ITS MANAGING

ANN O. WILLIAMS. ASSISTANT SECRETARY

TIIDICO POLICE - ALBUQUERQUE

BY:

INTERFIM CORPORATION. ITS MANAGING O

GIORGIO BORLENGHI, PRESIDENT

ANN O. WILLIAMS, ASSISTANT SECRETARY

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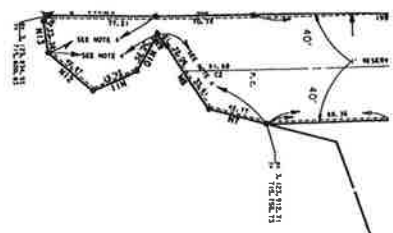
WATCH LINE

POST
OAK
JUNE 1941

ACREAGE

ENGINEERS/PLANNERS

REDUCED 16X CAMERA DESIGNATION MRC1



HOLLYHURST LANE

ACREAGE

OAK POST

BOULEVARD

UPTOWN PARK BOULEVARD STREET DEDICATION PLAT

BEING A PARTIAL REPLAT OF PLAT NO. 3 WEST OAKS

SUBDIVISION RECORDED IN
VOLUME 17, PAGE 11, H.C.M.R.

ALSO BEING A SUBDIVISION OF 2.895 ACRES
IN THE WILLIAM WHITE SURVEY, A-836
HARRIS COUNTY, TEXAS

(PURPOSE OF REPLAT IS TO
DEDICATE STREET RIGHT-OF-WAY)
SCALE: 1" = 50' SEPTEMBER, 1992

BY: INTERF IN UPTOWN LIMITED PARTNERSHIP
INTERF IN CORPORATION, ITS MANAGING GENERAL PARTNER
GIORGIO BORLENGHI, PRESIDENT

ANN O. WILLIAMS, ASSISTANT SECRETARY
TURNER COLLIE & BRADEN INC.
ENGINEERS/PLANNERS
400 WEST 10TH STREET, SUITE 100
HOUSTON, TEXAS 77001-1000

OFFICE OF
NATIA RODRIGUEZ
COUNTY CLERK HARRIS COUNTY TEXAS
H&B RECORDS OF COUNTY CLERK
PTIN CODE 353144

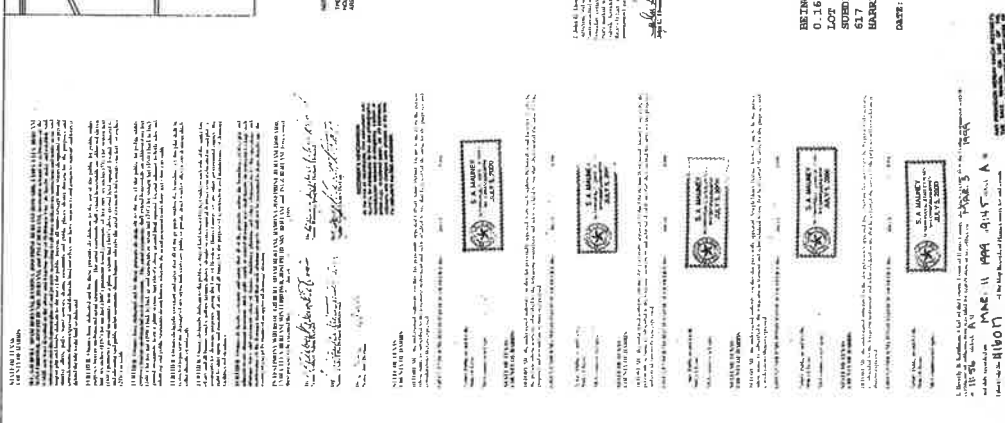
FROM PAGE 10000000
STREET DEDICATION PLAT
THIS IS PAGE 3 OF 9 PAGES

INDUSTRIAL 15-CAMBERA DEDICATION PLAT

copy

FOR

1

[illegible]



SOUTHWESTERN BELL TELEPHONE, L.P.
EASEMENT FOR TELECOMMUNICATIONS FACILITIES

17
D
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THIS EASEMENT AGREEMENT, entered into by the undersigned, **INTERFIN UPTOWN LIMITED PARTNERSHIP**, [hereinafter referred to as "GRANTOR" (whether one or more)], and **SOUTHWESTERN BELL TELEPHONE, L.P.**, 14575 Presidio Square, Room 230, Houston, Texas 77083, (hereinafter referred to as "GRANTEE"), wherein GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns (hereinafter collectively referred to as "GRANTEE"), a permanent easement (hereinafter referred to as the "easement") for the purposes hereinafter set forth, upon, across, over, above, under and within a tract of land described in Exhibit "A" and shown on Exhibit "B", said exhibits being attached hereto and incorporated herein by reference for all purposes. The easement granted herein occupies part of GRANTOR's property located in Harris County, Texas, (hereinafter referred to as the "Property") and described as follows:

Being a tract of land containing 0.153 acres of land, more or less, out of the William White Survey, A-836, Harris County, Texas, being out of Reserve "C", Block 2 of the Uptown Park Subdivision, Section Two, Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 363110 of the Map Records of Harris County, Texas; said property conveyed to Interfin Uptown Limited Partnership by virtue of that certain Special Warranty Deed dated February 8, 1995 and recorded under Clerk's File No. R265420 of the Official Public Records of Real Property, Harris County, Texas.

It is distinctly understood that this agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only a right-of-way and easement subject to the following:

(a) GRANTEE hereby agrees to save and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE in the use and occupancy of the easement herein granted by GRANTEE, its employees, or any other persons acting under its control.

(b) The right-of-way and easement granted hereby is subject to all, if any, valid and subsisting oil, gas, sulfur, and mineral lease or leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record in the appropriate records of Harris County, Texas which affect the easement.

FILE FOR RECORD
8:00 AM

NOV 27 2002

Job No. NA-003-02

Dorothy B. Keyman
County Clerk, Harris County, Texas

8-3-85-2-1-5-3-3

(c) This easement is granted for the specific purposes of permitting Grantee to construct, operate, place, maintain, lay, inspect, protect, repair, alter, substitute, relocate, replace and remove such above ground and underground electrical, telephone, telegraph, signal and other communications facilities, cables, lines, circuits, and conduits and digital subscriber loop cabinets/structures housing said telecommunications facilities, together with such above ground and underground appurtenances thereto, as Grantee may from time to time require upon, over, across, above, under and within the easement; the right of ingress and egress to the easement using the surface of the easement and all reasonable routes across the Property, including but not limited to the right to use all existing and future roads, drives, streets, parking lots, entrances and exits and all other paved areas of the Property; the right to drain or sheet flow storm water runoff from the easement onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush and all other obstructions from the surface and subsurface of the easement and the right to use gates in fences which may cross the easement.

(d) After the construction of GRANTEE'S telecommunications facilities and also after any later operation done or caused to be done by GRANTEE which affects GRANTOR'S Property or any part thereof, GRANTEE shall promptly restore the surface grade affected thereby to as nearly as practicable the same condition it was prior to such operations. GRANTEE shall pay GRANTOR for any damages, other than damages to trees growing within the easement, caused by GRANTEE, its employees or persons acting under its control, during such operations. GRANTOR hereby acknowledges receipt of payment in full by GRANTEE for all claims, losses, or damages to trees, growing within the easement herein described, caused by GRANTEE, its employees, or any other persons acting under its control, during GRANTEE'S telecommunications facilities construction and maintenance operations.

(e) GRANTOR warrants that it is the owner of the Property occupied by the easement granted herein and that it has the right to make this conveyance and receive payment therefor. GRANTOR covenants that GRANTEE, its successors and assigns, may quietly enjoy the premises for the uses herein stated. In addition, GRANTOR hereby warrants and represents that it has no knowledge of the existence of past or present hazardous/toxic waste contamination conditions applicable to either the easement area or GRANTOR's property described herein.

TO HAVE AND TO HOLD the herein described easements, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind itself, and its successors and assigns, to warrant and forever defend all and singular the easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED AND EXECUTED this 26th day of November, 2002

INTERFIN UPTOWN LIMITED PARTNERSHIP

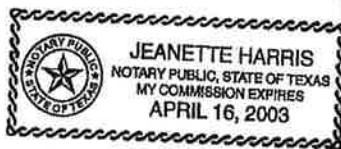
By: [Signature]
Name: GIORGIO BORLENGHI
Title: PRESIDENT

102

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 26th day of November, 2002, by Giorgio Borlenghi.



[Signature]
NOTARY PUBLIC IN AND FOR
SAID COUNTY

✓ **After Recording, Please Return To:**
Kevin Stephenson
Property Acquisition Services, Inc.
19855 S. W. Freeway, Suite 320
Sugar Land, TX 77479

Job No. NA-003-02

BASEMENT FOR TELECOMMUNICATIONS FACILITIES

DESCRIPTION OF A 0.005-ACRE TRACT
OF LAND OUT OF THE WILLIAM WHITE
SURVEY, A-836, HARRIS COUNTY, TEXAS

Being a tract of land containing 0.005 acre (200 square feet) out of the William White Survey, A-836, Harris County, Texas. Said 0.005-acre tract being out of a 0.153-acre tract of land conveyed to Interfin Uptown Limited Partnership by deed recorded under Harris County Clerk's File No. R265420, Film Code No. 502-74-3463 of the Official Public Records Harris County, Texas and being part of Block 2 of Uptown Park Subdivision Section Two, Unrestricted Reserve "C" recorded under Film Code No. 363110, Harris County Map Records, Harris County, Texas. Said 0.005-acre tract being more particularly described by metes and bounds as follows: (bearings called in the following description are based on the west line of Uptown Park Boulevard (80 foot wide right-of-way) recorded under Film Code No. 353136 of the Harris County Map Records, Harris County, Texas.)

COMMENCING FOR REFERENCE at a 3/4-inch iron rod found on the west right-of-way line of said Uptown Park Boulevard (80 foot wide) and the southeast corner of said 0.153-acre tract and the northeast corner of Inverness Apartments recorded in Volume 343, Page 173 of the Harris County Deed Records, Harris County, Texas;

THENCE in a northerly direction with the west right-of-way line of said Uptown Park Boulevard, the east line of said 0.153-acre tract and with the line of curve to the right having a central angle = $00^{\circ}23'36''$, radius = 2,040.00 feet, chord bearing = North $00^{\circ}48'22''$ West, chord distance = 14.00 feet for a curve length of 14.00 feet to a set 1/2-inch iron rod with cap stamped "WEISSER HOUSTON" set for the southeast corner and POINT OF BEGINNING of said tract herein described;

THENCE South $89^{\circ}31'51''$ West with the south line of said tract herein described, a distance of 20.00 feet to a 1/2-inch iron rod with cap stamped "WEISSER HOUSTON" set for the southwest corner of said tract herein described;

THENCE North $00^{\circ}28'09''$ West with the west line of said tract herein described, a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped "WEISSER HOUSTON" set for the northwest corner of said tract herein described;

THENCE North $89^{\circ}31'51''$ East with the north line of said tract herein described, a distance of 20.00 feet to a 1/2-inch iron rod with cap stamped "WEISSER HOUSTON" set for the northeast corner of said tract herein described and the beginning of a curve to the right;

THENCE in a southerly direction with the west right-of-way line of said Uptown Park Boulevard, the east line of said 0.153-acre tract and with the line of curve to the left having a central angle = $00^{\circ}16'51''$, radius = 2,040.00 feet, chord bearing = South $00^{\circ}28'09''$ East, chord distance = 10.00 feet for a curve length of 10.00 feet to the POINT OF BEGINNING and containing 0.005 acre (200 square feet) of land.

Compiled By:

Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084

Job No. S0953 (298-799)
SWBT Job No. NA-003-02
Date: 11/20/02
Revised: 11/25/02



Roger F. Dorr
11-25-02

WILLIAM WHITE SURVEY, A-836

FND. 3/4" L.R.-

(BO' R.O.W.)

BLOCK 2
UPTOWN PARK SUBDIVISION
SECTION TWO, UNRESTRICTED RESERVE "C"
FILM CODE NO. 363110
H.C.M.R.

RECORDERS 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.

10' BUILDING LINE
FILM CODE NO. 35/053

INTERFIN UPTOWN LIMITED
PARTNERSHIP
H.C.C.F. NO. R265420
FILM CODE NO. 502-74-346
O.P.R.R.P.H.C.
0.153-ACRE

TOWN PARK BOULEV.
(80' R.O.W.)
(FILM CODE NO. 353136, H.C.M.R.)

10" OAK TREE

P.O.B.

INVERNESS APARTMENTS
VOL 343, PG. 173
H.C.D.R.

S.W.B.T. CO.
EASEMENT FOR 6' WOOD
TELECOMMUNICATIONS
FACILITIES
0.005 ACRE
(200 SQ. FT.)

BASIS OF BEARINGS:
 BASED ON THE WEST R.O.W.
 LINE OF UPTOWN PARK
 BOULEVARD (80° R.O.W.).

19500 Park Row
Houston, Texas 77084
(281) 579 - 7300

POST OAK BOULEVARD
POST OAK VARIES)
C.W.

**SOUTHWESTERN BELL TELEPHONE COMPANY
EASEMENT FOR TELECOMMUNICATIONS FACILITIES**

HARRIS COUNTY, TEXAS

PROPERTY OWNER: INTERFIN UPTOWN LIMITED PARTNERSHIP

LOCALS:	DRAWN BY:
---------	-----------

DATE: / /	REVISED:	N.T.S.	MLD	S0953 (298-799)
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NATIONAL

NA-003-02

A-003-02



Page 11

EXHIBIT "B"

- ① S 89°31'51" W - 20.00'
- ② N 00°28'09" W - 10.00'
- ③ N 89°31'51" E - 20.00'
- ④ R= 2040.00'
Δ= 00°16'51"
L= 10.00'
CH= S 00°28'09" E - 10.
- ⑤ R= 2040.00'
Δ= 00°23'36"
L= 14.00'
CH= N 00°48'22" W - 14.
- ⑥ R= 2040.00'
Δ= 00°14'09"
L= 8.40'
CH= N 00°12'39" W - 8.4

553-72-5373

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 the instrument was FILED in the Public Records on the date and at the time
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

NOV 27 2002



Barry L. Keyser
COUNTY CLERK
HARRIS COUNTY, TEXAS

Hold For:
STEWART TITLE OF HOUSTON
01122223/JHE/41 ④

V379076

SPECIAL WARRANTY DEED

10/24/01 101678208 V379076

\$21.00

THE STATE OF TEXAS

§

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That GILBERT ADAM BERTANI, RAMONA JOSEPHINE BERTANI HOWARD, LYDIA ELLA BERTANI WINTERROWD AND JOSEPH HENRY BERTANI (collectively referred to as "**Grantor**"), none of whom are joined herein by their respective spouses, as the property conveyed hereby is such parties' separate property and forms no part of such parties' respective homestead(s), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it paid by the CITY OF HOUSTON, TEXAS, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, whose mailing address is P.O. Box 1562, Houston, Harris County, Texas 77251, ("**Grantee**") the receipt and sufficiency of which are hereby acknowledged and confessed, has **GRANTED, BARGAINED, SOLD, and CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL, and CONVEY** unto the Grantee in lieu of condemnation the following:

- (a) Being a 0.1364 acre (5,943 square feet) tract of land, being all of Restricted Reserve "A," Block One of Hollyhurst One Subdivision, a subdivision as recorded at County Clerk's Film Code No. 416017 of the Map Records of Harris County, Texas, and being more particularly described by metes and bounds on Exhibit A, attached hereto and incorporated herein by reference, together with all rights and interests appurtenant thereto, including all of Seller's right, title and interest, if any, in and to adjacent streets, alleys, rights-of-way, easements, any adjacent strips or gores of land, any awards made or to be made as a result or in lieu of condemnation, any awards for damage to the Property (as hereinafter defined) or any part thereof by reason of casualty (all of the above being hereinafter collectively referred to as the "**Land**"); and
- (b) all improvements of every kind and description in, on, over and under the Land ("**Improvements**").

The Land, Improvements, and all of Seller's other rights, and appurtenances listed in the foregoing paragraphs (a) and (b) are herein collectively called the "**Property**."

This Deed is executed by Grantor and accepted by Grantee subject only to (i) those matters (the "**Permitted Encumbrances**") set forth in Exhibit B, attached hereto and incorporated herein by reference, to the extent that same are valid, existing and affect the Property; and (ii) all municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein-described Property.

TO HAVE AND TO HOLD, subject as aforesaid, the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject as aforesaid,

unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

AS-IS SALE: EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND THE UPTOWN DEVELOPMENT AUTHORITY DATED EFFECTIVE AUGUST 28, 2001 (THE "PURCHASE AGREEMENT"), IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THE PURCHASE AGREEMENT.

GRANTEE HAS NOT RELIED AND WILL NOT RELY ON, AND GRANTOR IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY GRANTOR, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT.

GRANTEE HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE HAS DEEMED NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR AS ARE EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT. UPON CLOSING, GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS, AND GRANTEE, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR

UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT FOR (i) THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR, IF ANY, EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND (ii) THE WARRANTY OF TITLE SET FORTH IN THIS DEED.

Real estate taxes for the current year have been prorated between Grantor and Grantee with Grantor being responsible for same up to the date of this Special Warranty Deed and Grantee being responsible for same on and after the date hereof. This Deed may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

THIS SPECIAL WARRANTY DEED has been executed as of the dates set forth in the acknowledgements below, effective for all purposes as of October 22, 2001.

GRANTOR

Gilbert Adam Bertani
Gilbert Adam Bertani

Ramona Josephine Bertani Howard
Ramona Josephine Bertani Howard

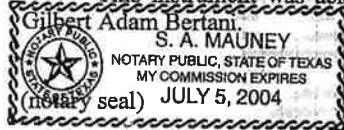
Lydia Ella Bertani Winterrowd
Lydia Ella Bertani Winterrowd

Joseph Henry Bertani
Joseph Henry Bertani

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of October, 2001, by
Gilbert Adam Bertani.

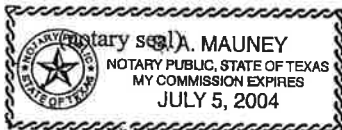


S. A. Mauney
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of October, 2001, by
Ramona Josephine Bertani.

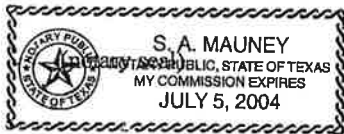


S. A. Mauney
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of October, 2001, by
Lydia Ella Bertani Winterrowd.

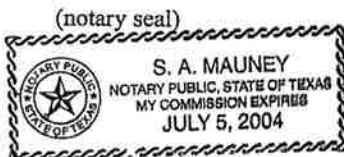


S. A. Mauney
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 22 day of October, 2001, by
Joseph Henry Bertani.



S. A. Mauney
Notary Public, State of Texas

REAL PROPERTY DESCRIPTION

Being a 0.1364 acre (5,943 square feet) tract of land, being all of Restricted Reserve "A", Block One of Hollyhurst One Subdivision, as recorded under Film Code No. 416017 of the Harris County Map Records, (HCMR) and further being a portion of that 0.1629 acre tract of land described and conveyed unto Gilbert Adam Bertani, Ramona Josphine Bertani Howard, Lydia Ella Bertani Winterrowd and Joseph Henry Bertani, as recorded under Harris County Clerk's File (HCCF) No. K861839, situated in the William White Survey, Abstract No. 836, located in the City of Houston, Harris County, Texas and being more particularly described by metes and bounds as follows with all bearings referenced to the said plat of Hollyhurst One, and tied to City of Houston Monument No. 5157/1505 whose coordinates are $x=3,124,491.47$, $y=715,494.31$, as referenced to the Texas State Plane Coordinate System, South Central Zone with all distances being surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999887734:

Beginning at a found three quarter inch iron pipe located in the north right of way line of Post Oak Boulevard (120' wide) and the southeast corner of said Restricted Reserve "A", Block One, Hollyhurst One, whose coordinates are $x=3,123,965.46$, $y=715,296.40$ from which City of Houston Monument No. 5157/1505 is located North $69^{\circ} 22' 52''$ East, a distance of 562.01 feet;

Thence along the north right of way line Post Oak Boulevard, being a curve to the right whose radius is 1372.40 feet, a central angle of $02^{\circ} 27' 08''$, an arc distance of 58.74 feet, whose chord bearing and distance are S. $56^{\circ} 09' 58''$ W.-58.73 feet to a set five-eighths inch iron rod with red plastic cap stamped "Thompson Grp", locating the end of radius of a non-tangent curve to the right for the east line of Uptown Park Boulevard, (AKA Hollyhurst Lane) as dedicated by said recorded plat of Hollyhurst One;

Thence along the east line of said Uptown Park Boulevard, being a non tangent curve to the right, whose radius is 25.00 feet, a central angle of $60^{\circ} 05' 19''$, an arc distance of 26.22 feet, whose chord bearing and distance are N. $62^{\circ} 07' 50''$ W.-25.03 feet to a set five-eighths inch iron rod with red plastic cap stamped "Thompson Grp", locating the end of radius in the east line of said Uptown Park Boulevard, 50.00 feet wide;

Thence North $02^{\circ} 10' 29''$ West, along the east right of way line of Uptown Park Boulevard, (50.00' ROW), a distance of 71.97 feet, to a set five-eighths inch iron rod with red plastic cap stamped "Thompson Grp" located in the south line of a tract of land dedicated for the widening of Uptown Park Boulevard by the recorded plat of Uptown Park Boulevard Extension, filed under Volume 360, Page 32, HCMR;

Thence North $70^{\circ} 06' 45''$ East, at 31.49 feet passing the east line of Uptown Park Boulevard, 80.00 feet wide, same being the most westerly southwest corner of Unrestricted Reserve "B", Uptown Park Subdivision, Section Two, as recorded under Volume 363, Page 110, HCMR and

Parcel No. 1-0.1364 Acre
Reserve "A", Hollyhurst One
Film Code # 416017, HCMR
William White Survey, Abst. No. 836
Harris County, Texas

continuing a total distance of 72.62 feet, to a set five-eighths inch iron rod with red cap stamped "Thompson-Grp" locating the northeast corner of the herein described tract of land;

Thence South 04° 03' 18" East, along the west line of said Reserve "B", Uptown Park, Section Two, a distance of 75.81 feet, returning to the **PLACE OF BEGINNING** of the herein described tract of land and containing 0.1364 acres (5,943 square feet) of land, more or less. This Real Property Description is based upon a Texas Society of Professional Surveyors Category 1A, Condition 2, Land Title Survey performed under the direct supervision of Robert A. Lupher, RPLS during September of 2001.



Robert A. Lupher, RPLS
Texas Reg. No. 4951



EXHIBIT B
to Special Warranty Deed

Permitted Encumbrances

1. Restrictive Covenants as reflected by the plat recorded at County Clerk's Film Code No. 416017 of the Map Records of Harris County, Texas.
2. An easement for drainage purposes extending a distance of 15 feet on each side of the centerline of all natural drainage courses, as reflected by the recorded plat.
3. Building Set Back Line 10 feet in width along the west property line as reflected by the recorded plat.
4. Building Set Back Line 25 feet in width along the south property line as reflected by the recorded plat.

FILED

2001 OCT 24 PM 12:50

Beverly B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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 on

OCT 24 2001



Beverly B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

HOU:697016.2