

54



DEED
10 PGS

2009046559

MAILING ADDRESS OF GRANTEE
AFTER RECORDING RETURN TO:
The County of Fort Bend
301 Jackson Street, Suite 728
Richmond, Texas 77469
Attention: County ~~Judge~~
Attorney

DONATION DEED

AS PER ORIGINAL

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF FORT BEND §

THAT, **WESTBROOK CINCO EAST, L.P.**, a Delaware limited partnership, hereinafter referred to as "Grantor", for and in consideration of the sum of One and No/100 Dollar (\$1.00) to Grantor in hand paid by the **COUNTY OF FORT BEND** ("Grantee"), the receipt of which is hereby acknowledged, and for which no lien is retained, either express or implied, has this day Donated and by these presents does GRANT, GIVE and CONVEY unto the Grantee, all that certain tract or parcel of land lying and being situated in the County of Fort Bend, State of Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes (the "Property").

TOGETHER WITH, all and singular of Grantor's rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining to the Property but only to the extent the same benefit the Property (the "Appurtenant Rights").

Grantor hereby reserves and excepts to itself and its successors and assigns all oil, gas and other minerals in, under and/or that may be produced from the Property, together with all privileges appertaining thereto (collectively, the "Minerals"), provided, however, Grantor, for itself, its successors and assigns, hereby release, waive and relinquish all of Grantor's rights and interest in and to the use of the surface of the Property for exploring, drilling for, developing, producing, storing, processing, marketing and transporting the Minerals from the Property, subject to the right of Grantor to explore, drill for, develop and produce the Minerals from the Property without the use of the surface or any portion thereof, through wells at surface locations situated outside the Property including, without limitation, directional wells drilled off the Property and under or through and bottomed beneath the Property, and entirely below the surface, and wells located off the Property in a pooled unit which includes the Property or a portion or portions thereof and other lands.

EXCEPT AS TO THE WARRANTY OF TITLE EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES BY ACCEPTING THIS SPECIAL WARRANTY DEED THAT GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE SUBJECT PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OF

THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE SUBJECT PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

In addition, this conveyance is made by Grantor and accepted by the Grantee subject to the easements, restrictions, reservations, covenants and conditions and other matters (other than lien encumbrances) relating to that Property to the extent that the same are valid and enforceable against the Property (collectively, the "Permitted Exceptions"): (i) that would be depicted on a current, on the ground survey of the Property or as are evident upon inspection of the Property; and (ii) as are shown by instruments filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

Taxes on the Property for 2009 shall be prorated. Grantor shall be responsible for and pay that portion of 2009 taxes up to the date of this Donation Deed. Grantee shall be responsible for and pay that portion of 2009 taxes from and including the date of this Donation Deed and all subsequent years.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, and its assigns forever; and Grantor binds itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the title to the Property, except for the Permitted Exceptions, unto Grantee, and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part of the Property, by, through or under Grantor, but not otherwise.

RESTRICTIVE COVENANTS

By acceptance of this conveyance, Grantee agrees, for itself, its successors and assigns, that the Property shall remain as wetlands or, with regard to any portion of the Property that is not currently wetlands, in its current state; provided, however, that Grantee, its successors and assigns shall have the right (i) to remove any invasive plant species, (ii) install wood duck habitat boxes, (iii) construct and install canoe launches and/or access points, (iv) make moderate modifications to the elevation of the Property; and (v) make any other improvements of like kind and nature that enhance the Property as wetlands. For purposes of this restrictive covenant, the term "wetlands" shall have the meaning provided in Section 11.502 of the Texas Water Code. Grantor or any party to whom Grantor may assign the rights granted hereunder (hereinafter referred to as "Declarant") and the successors and assigns of Declarant shall have the authority to enforce the aforesaid restrictive covenant (the "Restrictive Covenants") against any person or

EXHIBIT "A"

PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION

19.12 ACRES (832,867 SQUARE FEET)

JOHN MARTIN SURVEY, A-288

I. & G.R.R. CO. SURVEY, A-270

FORT BEND COUNTY, TEXAS

Being a 19.12 acres (832,867 square feet) tract of land situated in the John Martin Survey, A-288 and the I. & G.R.R. CO. Survey, A-270, Fort Bend County, Texas, and being out of a called 1,546.7182 acre tract of land conveyed to Westbrook Cinco East, L.P., a Delaware Limited Partnership as recorded under File Number 9752771 of the Fort Bend County Official Records (F.B.C.O.R.) Fort Bend County, Texas; said 19.12 acres tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System of 1927, South Central Zone. All distances are surface based on the N.G.S. tri-station monument "Cinco 1968".

COMMENCING at a 5/8-inch iron rod with cap stamped "SURVCON INC" set in the westerly right-of-way line of Fry Road (100 foot wide) as recorded under Slide Numbers 869B of the Fort Bend County Plat Records (F.B.C.P.R.); said point being on the northerly right-of-way line of Willow Fork Bayou as recorded under Volume 2178, Page 2548 of said F.B.C.O.R.;

THENCE, North 45°35'39" West, departing the westerly right-of-way line of said Fry Road and along said northerly right-of way line a distance of 67.89 feet to an angle point;

THENCE, North 56°00'59" West, continuing along said northerly right-of-way line a distance of 126.46 feet to the POINT OF BEGINNING, same being the southeasterly corner of the herein described tract;

THENCE, North 56°00'59" West, continuing along said northerly right-of-way line a distance of 94.70 feet to a point for corner;

THENCE, North 09°49'49" West, departing said northerly right-of-way line a distance of 12.97 feet to an interior point for corner;

THENCE, North 50°04'47" West, a distance of 167.79 feet to an angle point;

THENCE, North 09°11'47" West, a distance of 124.55 feet to an angle point;

THENCE, North 24°42'33" East, a distance of 124.83 feet to an angle point;

THENCE, South 88°48'54" East, a distance of 73.41 feet to an interior corner;

THENCE, North 34°53'58" West, a distance of 81.47 feet to an angle point;

THENCE, North 57°33'48" West, a distance of 136.53 feet to an angle point;
THENCE, North 70°07'24" West, a distance of 97.04 feet to an angle point;

THENCE, South 86°10'28" West, a distance of 63.53 feet to an angle point;

THENCE, South 71°51'14" West, a distance of 78.01 feet to an angle point;

THENCE, North 26°18'16" West, a distance of 50.24 feet to an interior corner;

THENCE, South 10°04'52" West, a distance of 86.03 feet to an angle point;

THENCE, South 25°08'57" West, a distance of 80.73 feet to an angle point;

THENCE, South 48°13'43" West, a distance of 50.00 feet to an angle point, same being on said northerly right-of-way line of Willow Fork Bayou;

THENCE, North 56°00'59" West, continuing along said northerly right-of-way line a distance of 92.13 feet to a point for corner;

THENCE, North 13°54'51" East, departing said northerly right-of-way line a distance of 15.61 feet to an angle point for corner;

THENCE, North 33°31'23" East, a distance of 84.54 feet to an angle point;

THENCE, North 07°43'44" East, a distance of 69.30 feet to an angle point;

THENCE, North 70°53'50" West, a distance of 86.58 feet to an angle point;

THENCE, North 11°55'08" East, a distance of 71.58 feet to an angle point;

THENCE, North 12°57'53" East, a distance of 115.18 feet to an angle point;

THENCE, North 16°41'07" East, a distance of 92.32 feet to an angle point;

THENCE, North 31°39'16" East, a distance of 467.26 feet to an angle point;

THENCE, North 47°00'36" East, a distance of 71.32 feet to an angle point;

THENCE, North 40°13'36" West, a distance of 67.09 feet to an angle point;

THENCE, North 29°38'34" East, a distance of 55.41 feet to an angle point;

THENCE, North 20°48'45" East, a distance of 102.27 feet to an angle point;

THENCE, North 69°54'43" East, a distance of 75.44 feet to an angle point;

THENCE, South 67°08'46" East, a distance of 99.51 feet to an angle point;
THENCE, South 82°49'20" East, a distance of 88.76 feet to a point for the beginning of non-tangent curve to the left, same being on the southerly right-of-way line of Willow Fork Drainage District Ditch V-A9 as recorded under Volume 1893 Page 1392, F.B.C.O.R.;

THENCE, Southeasterly 23.28 feet along said southerly right-of-way line and along the arc of said curve to the left (Central Angle = 02°52'09", Radius = 465.00 feet, Chord Bearing and Distance = South 70°27'51" East, 23.28 feet) to a point for corner;

THENCE, South 71°53'56" East, departing said southerly right-of-way line a distance of 119.16 feet to an angle point for corner;

THENCE, South 58°03'51" East, a distance of 58.30 feet to an angle point;

THENCE, South 47°38'43" East, a distance of 129.80 feet to an angle point;

THENCE, South 28°32'01" East, a distance of 111.28 feet to an angle point;

THENCE, South 73°52'32" East, a distance of 58.81 feet to a point for the beginning of non-tangent curve to the right, same being on the westerly right-of-way line of said Willow Fork Drainage District Ditch V-A9;

THENCE, Southeasterly 32.53 feet along said westerly right-of-way line and along the arc of said curve to the right (Central Angle = 06°00'46", Radius = 310.00 feet, Chord Bearing and Distance = South 11°47'12" East, 32.52 feet) to a point for corner;

THENCE, South 20°18'06" West, departing said westerly right-of-way line a distance of 129.60 feet to an angle point;

THENCE, South 03°21'01" West, a distance of 215.37 feet to an angle point;

THENCE, South 63°28'14" West, a distance of 163.38 feet to an angle point;

THENCE, South 18°13'06" East, a distance of 108.99 feet to an angle point;

THENCE, South 59°41'06" West, a distance of 100.88 feet to an angle point;

THENCE, North 88°38'57" West, a distance of 92.03 feet to an angle point;

THENCE, South 00°31'25" West, a distance of 126.92 feet to an angle point;

THENCE, South 22°44'38" East, a distance of 94.33 feet to an angle point;

THENCE, South 26°59'55" East, a distance of 93.88 feet to an angle point;

THENCE, South 05°28'51" East, a distance of 63.88 feet to an angle point;

THENCE, South 10°09'33" West, a distance of 53.59 feet to an angle point;

THENCE, South 13°01'48" West, a distance of 250.76 feet to the POINT OF BEGINNING, containing a computed area of 19.12 acres (832,867 square feet) of land.

WESTBROOK CINCO EAST, L.P.
 CALLED 1546.7182 ACRES
 F.N. 9752771
 F.B.C.O.R.

TRACT ONE
 19.12 ACRES
 (832,932 SQ. FT.)

BUFFALO BAYOU
 VOL. 217B, PG. 254B
 F.B.C.O.R.

WILLOW FORK DRAINAGE
 DISTRICT DITCH VAS
 VOL. 1883, PG. 1392,
 F.B.C.O.R.

CINCO MUD NO.1
 CALLED 0.411 ACRE
 F.N. 2002078548
 F.B.C.O.R.

FRY ROAD (100' WIDE)
 SLIDE 865A/865B
 F.B.C.O.R.

P.O.C.
 5/8" I.R. W/CAP STAMPED
 "SURVCON INC" SET

EXHIBIT OF
 TRACT ONE
 19.12 ACRES (832,932 SQ. FT.)
 JOHN MARTIN SURVEY, A-288
 FORT BEND COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	N45°35'39"W	67.89'
L2	N56°00'59"W	126.46'
L3	N56°00'59"W	94.70'
L4	N09°49'49"W	12.97'
L5	N50°04'47"W	167.79'
L6	N09°11'47"W	124.53'
L7	N24°42'33"E	124.83'
L8	S88°48'34"E	73.41'
L9	N34°53'58"W	81.47'
L10	N57°33'48"W	136.53'
L11	N70°07'24"W	97.04'
L12	S86°10'28"W	63.53'
L13	S71°51'14"W	78.01'
L14	N26°18'16"W	50.24'
L15	S10°04'52"W	86.03'
L16	S25°08'57"W	80.73'
L17	S48°13'43"W	50.00'
L18	N56°00'59"W	92.13'
L19	N13°54'51"E	15.61'
L20	N33°31'23"E	84.54'
L21	N07°43'44"E	69.30'
L22	N70°53'50"W	86.58'
L23	N11°53'08"E	71.58'
L24	N12°57'53"E	115.18'
L25	N16°41'07"E	92.32'

LINE	BEARING	DISTANCE
L26	N47°00'01"E	71.32'
L27	N40°13'36"W	67.09'
L28	N29°38'34"E	55.41'
L29	N20°48'43"E	102.27'
L30	N69°54'43"E	73.44'
L31	S67°08'46"E	99.51'
L32	S82°49'20"E	88.76'
L33	S71°53'56"E	119.16'
L34	S58°03'51"E	58.30'
L35	S47°38'43"E	129.80'
L36	S28°32'01"E	111.28'
L37	S73°52'32"E	58.81'
L38	S20°18'06"W	129.60'
L39	S03°21'01"W	215.37'
L40	S63°28'14"W	163.38'
L41	S18°13'06"E	108.99'
L42	S59°41'06"W	100.88'
L43	N88°38'57"W	92.03'
L44	S00°31'25"W	126.92'
L45	S22°44'38"E	94.33'
L46	S26°59'55"E	93.88'
L47	S05°28'51"E	63.88'
L48	S10°09'33"W	53.59'
L49	S13°01'48"W	250.76'

CURVE	DELTA	LENGTH	RADIUS	CHORD	BEARING	CHORD DIST.
C1	2°52'09"	23.28'	465.00'	S70°27'51"E	23.28'	
C2	6°00'46"	32.53'	310.00'	S11°47'12"E	32.52'	

SURVCON INC.
 PROFESSIONAL SURVEYORS
 6787 WOODWAY
 HOUSTON, TEXAS 77067
 PH. (713) 768-4123
 WWW.SURVCON.COM

SCALE: 1" = 300'	JOB NO. 610010-0030
DATE: 02-15-05	F.B. NO.
OWN BY: JEM	PROJECT: CINCO EAST PARKS

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J:\TCB_SUBDIVISIONS\CINCO RANCH\CINCO EAST PARK TRACTS\DRAWING\TRACT 1.dwg 2/14/2005 11:46:47 AM CST

RETURNED AT COUNTER TO:

Fort Bend County Clerk

Office Admin - Sherry Fisk

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2009 May 13 09:33 AM

TD \$0.00

2009046559

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS