

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

GF#1002-396003-RTT

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF MONTGOMERY §
AND HARRIS

THAT Pacific Indio Properties, L.L.C., a Texas limited liability company, successor by merger to Pacific Indio Properties, Inc., a California corporation ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto San Jacinto Preserve, LP, a Texas limited partnership ("Grantee"), the real property described on Exhibit A attached hereto and incorporated herein by reference together with to extent solely applicable to and solely benefitting the Property (i) all benefits, privileges, tenements, hereditaments, easements, rights and appurtenances thereon or pertaining to such real property, (ii) all buildings, fixtures and improvements located thereon, (iii) all permits, approvals, licenses, water and sewer capacity commitments and other rights and interests owned or held by Grantor in connection with such real property, (iv) all right, title and interest of Grantor, if any, in, and to, all rights-of-way, or rights of ingress to and egress from the real property, and any land lying in or under the bed of any highway, avenue, street or alley, in, on, across or adjoining the real property described herein, (v) all impact fee and other governmental credits, rebates or similar benefits which have accrued with respect to or benefit such real property, and (vi) all right, title and interest of Grantor, if any, in and to all strips or gores of land, if any, between the real property and abutting properties (hereinafter referred to as the "Property").

This conveyance, however, is made and accepted subject to the matters described on Exhibit B attached hereto and made a part hereof, to the extent same are valid, enforceable and affect the Property (hereinafter referred to as the "Permitted Exceptions"), but without reimposing same.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EXCEPT FOR GRANTOR'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH IN THAT CERTAIN CONTRACT OF SALE DATED MARCH 15, 2024, AS AMENDED, BETWEEN GRANTOR AND SCARBOROUGH HOUSTON, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHOSE INTERESTS HAVE BEEN ASSIGNED TO GRANTEE (THE "CONTRACT") AND/OR DOCUMENTS EXECUTED IN CONNECTION WITH THE TRANSFER OF THE PROPERTY TO GRANTEE (COLLECTIVELY, "GRANTOR'S UNDERTAKINGS"), GRANTOR HAS NOT MADE AND IS NOT NOW MAKING, AND GRANTOR SPECIFICALLY DISCLAIMS AND GRANTEE WAIVES, ANY

WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, KNOWN OR UNKNOWN, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (I) MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED; (II) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (III) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (IV) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES; (V) WHETHER AND THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (VI) DRAINAGE; (VII) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE; (VIII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (IX) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (X) USAGES OF ADJOINING PROPERTY; (XI) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XII) THE VALUE OR COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, LICENSES, RESERVATIONS, CONDITIONS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XIII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR EMANATING FROM, OR MIGRATING ONTO THE PROPERTY; (XIV) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XV) THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVEGROUND STORAGE TANKS, OR ANY ENVIRONMENTAL CONDITIONS; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (GRANTEE AFFIRMING THAT, EXCEPT FOR GRANTOR'S UNDERTAKINGS, GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE); (XX) ANY TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF THE PROPERTY

(INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS); (XXI) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE; OR (XXII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS REGARDING TERMITES OR HAZARDOUS SUBSTANCES).

EXCEPT FOR GRANTOR'S UNDERTAKINGS, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY OF ITS AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN ACQUIRING THE PROPERTY. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS 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 PHYSICAL OR ENVIRONMENTAL CONDITIONS ON, AT, UNDER, EMANATING FROM, OR MIGRATING ONTO THE PROPERTY, AND GRANTEE SHALL RELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS WITH RESPECT THERETO, EXCEPT FOR GRANTOR'S UNDERTAKINGS. EXCEPT FOR GRANTOR'S UNDERTAKINGS, GRANTEE HEREBY ASSUMES 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 INSPECTIONS AND INVESTIGATIONS AND HEREBY WAIVES ANY CLAIM GRANTEE MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND DEFECTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. GRANTEE ACKNOWLEDGES THAT THE CONSIDERATION REFLECTS THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. GRANTEE HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS DEED WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT HEREOF. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OR RELEASE OF ANY OF GRANTOR'S OBLIGATIONS.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever;

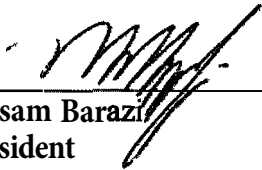
and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

Ad valorem taxes applicable to the Property have been paid up to, and including the year 2024. Ad valorem taxes applicable to the Property for the year 2025 have been prorated between the Grantor and the Grantee as of the date of this Special Warranty Deed and payment thereof is assumed by Grantee, subject to re-proration in the event that the actual amount of taxes for the year 2025 differs from the amount used in calculating such prorations.

EXECUTED to be effective as of the 18th day of August, 2025.

GRANTOR:

Pacific Indio Properties, L.L.C.,
a Texas limited liability company

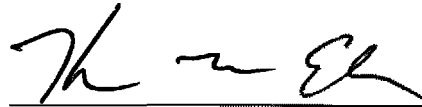
By: 
Name: Bassam Barazi
Title: President

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this **Jt** day of August, 2025, by Bassam Barazi, President of Pacific Indio Properties, L.L.C., a Texas limited liability company, on behalf of said company.



NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Grantee's Address:

Scarborough Houston, LLC
16380 Addison Road
Addison, Texas 75001
Attn: Ryan Burkhardt



After Recording Please Return to:

David M. Tatum, Esq.
Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 400
Addison, Texas 75001-6861

EXHIBIT A

Property Description

METES AND BOUNDS DESCRIPTION

TRACT I

5,318.9843 (Gross Acres) 5,283.9377 (Net Acres)

MONTGOMERY COUNTY, TEXAS

July 29, 2025

All that certain 5,318.9843 (gross) acre tract of land situated in the Joseph A. Parker Survey, Abstract No. 418, and the R. N. Davis Survey, Abstract No. 161, both in Montgomery County, Texas, and being all of a called 1,554.570 acre tract of land described in a Warranty Deed to Pacific Indio Properties, Inc. in Clerk's File No. 2006-013955 of the Official Public Records of Real Property, Montgomery County, Texas, all of a called 877.775 acre tract of land described in a Warranty Deed to Pacific Indio Properties, Inc. in Clerk's File No. 2005-116796 of the Official Public Records of Real Property, Montgomery County, Texas, all of a called 435.784 acre tract of land described in a Warranty Deed to Pacific Indio Properties, Inc. in Clerk's File No. 2005-116798 of the Official Public Records of Real Property, Montgomery County, Texas, all of a called 2,086.441 acre tract of land described in a Warranty Deed to Pacific Indio Properties, Inc. in Clerk's File No. 2005-116793 of the Official Public Records of Real Property, Montgomery County, Texas, all of a called 347.750 acre tract of land described in a Warranty Deed to Pacific Indio Properties, Inc. in Clerk's File No. 2006-026099 of the Official Public Records of Real Property, Montgomery County, Texas and Director's Lots totaling 0.8035 acres (35,000 square feet) of land as conveyed by Special Warranty Deed to Pacific Indio Properties, L.L.C. as recorded under Clerk's File Nos. 2014080152, 2015106482, 2015106486, 2018119214, 2021120043, 2021120049 and 2023053159 of the Official Public Records of Real Property, Montgomery County, Texas SAVE AND EXCEPT a called 14.898 acres described in a Deed to the City of Houston in Volume 287, Page 22, of the Montgomery County, Deed Records, the Townsen Road and Bridge Mitigation Sites, Parcels 3-5 totaling 18.0825 acres of land as conveyed by Special Warranty Deed(s) to Montgomery County Municipal Utility District No. 118 in Clerk's File No. 2025021336 of the Official Public Records of Real Property, Montgomery County, Texas and Clerk's File No. RP-2025-82102 of the Official Public Records of Real Property, Harris County, Texas and Director's Lots totaling 2.0661 acres (90,000 square feet) of land as conveyed by Special Warranty Deed(s) with Vendor's Lien to Chris Corbin as recorded under Clerk's File No. 2007-046492, to Julie Collette as recorded under Clerk's File No. 2007-046495, to Michael Friedman as recorded under Clerk's File No. 2007-046498, to Gregg Esses as recorded under Clerk's File No. 2007-046501, to Hance V. Meyers III as recorded under Clerk's File No. 2007-046504, to James H. Pouns as recorded under Clerk's File No. 2007-047272, to Lee Luper as recorded under Clerk's File No. 2007-047275, to Thomas Vann as recorded under Clerk's File No. 2007-047278, to Linda Grant Jones as recorded under Clerk's File No. 2007-047281, to Kyle Rhoden as recorded under Clerk's File No. 2007-047292, to Antonio J. Padua as recorded under Clerk's File No. 2007-047298, to Nathan Giessinger as recorded under Clerk's File No. 2007-047885, to Brent Brentzel as recorded under Clerk's File No. 2007-047891, to Jill Weimer as recorded under Clerk's File No. 2007-047894, to Timothy Weaver as recorded under Clerk's File No. 2013092541, to Charles D. Lindsay as recorded under Clerk's File No. 2013092544, to Stephen N. Brown as recorded under Clerk's File No. 2013092553 and to Benjamin Boehm as recorded under Clerk's File No. 2023058757 of the Official Public Records of Real Property, Montgomery County, Texas resulting in a net acreage of 5,283.9377 acres, said 5,318.9843 tract being more particularly described by metes and bounds as follows: (All bearings are referenced to the Texas Plane Coordinate System of 1983, South Central Zone 4204)

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "BENCHMARK. ENGR" found in the cleared limits of the Old Main Line Tramway for the most upper northwest corner of said 1,554.570 acre tract and

being situated in the east line of Restricted Reserve 'C', Bender's Landing Estates, Sec. 4 as recorded under Cabinet Z, Sheet 346 of the Map Records of Montgomery County, Texas;

THENCE, North 59° 49' 41" East, along the north line of said 1,554.570 acre tract, for a distance of 175.28 feet to a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for corner;

THENCE, North 50° 39' 59" East, along the north line of said 1,554.570 acre tract, for a distance of 3,159.31 feet to an angle, from which a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for reference bears North 46° 32' 54" West, for distance of 0.43 feet;

THENCE, South 76° 45' 40" East, at 1,553.40 feet pass a 5/8-inch iron rod stamped "CDS/MUERY S.A. TX." found for reference, and continue, in all, for a distance of 1,915.49 feet to a point on the west bank of the West Fork of the San Jacinto River for the lower northeast corner of the herein described tract;

THENCE, with the meanders of the west bank of the West Fork of the San Jacinto River, the following Fifty-four (54) courses:

1. South 37° 10' 56" West, for a distance of 34.18 feet;
2. South 46° 12' 06" West, for a distance of 126.22 feet;
3. South 46° 18' 00" West, for a distance of 161.88 feet;
4. South 52° 27' 42" West, for a distance of 133.49 feet;
5. South 62° 09' 40" West, for a distance of 261.32 feet;
6. South 63° 36' 30" West, for a distance of 170.74 feet;
7. South 44° 38' 56" West, for a distance of 70.97 feet;
8. South 38° 51' 13" West, for a distance of 58.04 feet;
9. South 57° 36' 57" West, for a distance of 62.82 feet;
10. South 41° 52' 53" West, for a distance of 140.24 feet;
11. South 35° 41' 41" West, for a distance of 62.26 feet;
12. South 08° 45' 12" West, for a distance of 147.67 feet;
13. South 11° 08' 17" East, for a distance of 99.72 feet;
14. South 13° 26' 40" East, for a distance of 181.63 feet;
15. South 00° 22' 50" East, for a distance of 59.47 feet;
16. South 19° 15' 12" East, for a distance of 140.50 feet;
17. South 12° 52' 27" East, for a distance of 66.39 feet;
18. South 30° 02' 45" East, for a distance of 43.45 feet;
19. South 35° 07' 43" East, for a distance of 58.88 feet;
20. South 33° 59' 43" East, for a distance of 184.98 feet;
21. South 36° 36' 23" East, for a distance of 79.23 feet;
22. South 44° 16' 47" East, for a distance of 160.31 feet;
23. South 39° 16' 32" East, for a distance of 55.04 feet;

24. South 59° 27' 00" East, for a distance of 218.40 feet;
25. South 74° 20' 51" East, for a distance of 228.00 feet;
26. South 80° 19' 55" East, for a distance of 192.42 feet;
27. North 88° 33' 35" East, for a distance of 66.38 feet;
28. North 84° 55' 19" East, for a distance of 219.10 feet;
29. North 75° 06' 01" East, for a distance of 132.81 feet;
30. North 70° 21' 47" East, for a distance of 236.15 feet;
31. North 86° 44' 48" East, for a distance of 87.54 feet;
32. South 83° 04' 20" East, for a distance of 145.96 feet;
33. South 68° 30' 15" East, for a distance of 130.10 feet;
34. South 59° 26' 27" East, for a distance of 71.26 feet;
35. South 49° 58' 30" East, for a distance of 94.49 feet;
36. South 48° 25' 09" East, for a distance of 94.68 feet;
37. South 52° 24' 30" East, for a distance of 107.26 feet;
38. South 48° 14' 34" East, for a distance of 98.37 feet;
39. South 51° 22' 58" East, for a distance of 68.56 feet;
40. South 24° 15' 08" East, for a distance of 88.72 feet;
41. South 18° 47' 45" East, for a distance of 94.31 feet;
42. South 05° 46' 32" West, for a distance of 90.96 feet;
43. South 01° 09' 42" East, for a distance of 83.27 feet;
44. South 15° 38' 15" West, for a distance of 94.81 feet;
45. South 01° 38' 35" West, for a distance of 89.05 feet;
46. South 12° 51' 45" West, for a distance of 192.88 feet;
47. South 30° 35' 53" East, for a distance of 184.94 feet;
48. South 47° 16' 08" East, for a distance of 186.66 feet;
49. South 56° 42' 16" East, for a distance of 211.00 feet;
50. South 59° 28' 08" East, for a distance of 308.02 feet;
51. South 80° 02' 13" East, for a distance of 172.28 feet;
52. South 87° 04' 25" East, for a distance of 234.54 feet;
53. North 68° 19' 10" East, for a distance of 263.23 feet;
54. North 58° 17' 31" East, for a distance of 247.63 feet;

THENCE, South 31° 42' 29" East, departing the meanders of the west bank of the West Fork of the San Jacinto River, for a distance of 133.36 feet to a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found for the northwest corner of a called 19.00 acre conservation easement described in a deed to Legacy Land Trust, Inc. as recorded under Clerk's File No. 2003-032879 of the Official Public Records of Real Property, Montgomery County, Texas for an angle point in the herein described tract;

THENCE, with the northwesterly line of said 19.00 acre conservation easement, South 15° 11'58" West, for a distance of 878.75 feet to a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found in the northeasterly line of a called 74.000 acre conservation easement described in a deed to Legacy Land Trust, Inc. as recorded under Clerk's File No. 2002-017148 of the Official Public Records of Real Property, Montgomery County, Texas for an angle point in the herein described tract;

THENCE, counterclockwise, with the northeasterly, westerly and southwesterly boundary of said 74.000 acre conservation easement, the following Seven (7) courses:

- 1) North 65° 42'43" West, for a distance of 1,117.88 feet to a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found for an angle point;
- 2) North 63° 01'15" West, for a distance of 214.00 feet to a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found for the upper northwest corner of said 74.000 acre conservation easement and an angle point for the herein described tract;
- 3) South 57° 07'08" West, for a distance of 727.10 feet to a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for the lower northwest corner of said 74.000 acre conservation easement and an angle point in the herein described tract;
- 4) South 20° 38'34" East, for a distance of 196.61 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" set for an angle point in said 74.000 acre conservation easement and the herein described tract;
- 5) South 22° 11'29" East, for a distance of 893.86 feet to a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for the southwest corner of said 74.000 acre conservation easement and an angle point in the herein described tract;
- 6) South 79° 17'46" East, for a distance of 525.67 feet to a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for an angle point in the southwesterly line of said 74.000 acre conservation easement and the herein described tract;
- 7) South 78° 00'36" East, at 994.32 feet pass a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for the called common line of said R.N. Davis Survey, said Joseph A. Parker Survey, and continue, in all, for a distance of 1,953.24 feet to a 5/8-inch iron rod with plastic cap stamped "CDS/MUERY S.A. TX." found for the southeast corner of said 74.000 acre conservation easement and an angle point in the herein described tract;

THENCE, departing the southeast corner of said 74.000 acre conservation easement, the following Three (3) courses:

- 1) South 46° 21'37" East, for a distance of 263.57 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found for an angle point;
- 2) North 43° 38'23" East, for a distance of 600.00 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found for an angle point;
- 3) North 34° 46'38" East, at 1,185.84 feet pass a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found for reference, and continue, in all, for a distance of

1,385.84 feet to a point on the west bank of the West Fork of the San Jacinto River for an angle point in the herein described tract;

THENCE, with the meanders of the west bank of the West Fork of the San Jacinto River, the following Five (5) courses:

- 1) South 43° 38' 03" East, for a distance of 65.88 feet;
- 2) South 48° 38' 46" East, for a distance of 132.16 feet;
- 3) South 52° 19' 01" East, for a distance of 87.17 feet;
- 4) South 47° 26' 02" East, for a distance of 86.22 feet;
- 5) South 53° 17' 44" East, for a distance of 73.27 feet;

THENCE, departing the meanders of the west bank of the West Fork of the San Jacinto River, and with the northerly line of a called 640.6 acre tract described in a Warranty Deed with Reservation of Minerals to J.R. Development, Inc. in M.C.C.F. No. 2002-062840 and the upper southerly line of the herein described tract, South 43° 38' 23" West, at 99.85 feet pass a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found for reference, and continue, in all, for a distance of 2,593.77 feet to a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found for the northwest corner of said 640.6 acre tract for an interior corner of the herein described tract;

THENCE, with the westerly line of said 640.6 acre tract and the lower easterly line of the herein described tract, South 39° 21' 37" East, at 2,869.24 feet pass a 5/8-inch iron rod with plastic cap stamped "BENCHMARK. ENGR" found for the lower southeast corner of said 1,554.570 acre tract, and continue, in all, for a distance of 7,047.32 feet to a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found in the north line of said 435.784 acre tract for the southwest corner of that said 640.6 acre tract;

THENCE, with the southerly line of said 640.6 acre tract, North 56° 46' 11" East, at 2,748 feet pass a ridge formerly known as Parker's Bluff marking the northeast corner of a called 412 acre tract described in a Partition Deed to Mrs. Blanche Bender recorded in Volume 377, Page 162 of the Montgomery County Deed Records (M.C.D.R.), at 2831.38 feet pass a 5/8-inch iron rod with plastic cap stamped "D L HARDY RPLS 4847" found on line, and continue, at 3,374.39 feet pass a 5/8-inch iron rod found on line, and continue, in all, for a distance of 3,476.46 feet to a point on the west bank of the West Fork of the San Jacinto River for the southeast corner of said 640.6 acre tract, the northeast corner of said 435.784 acre tract and an angle point of the herein described tract;

THENCE, with the meanders of the west bank of the West Fork of the San Jacinto River, the following One hundred thirty-two (132) courses:

- 1) South 13° 38' 59" East, for a distance of 89.80 feet;
- 2) South 13° 32' 44" East, for a distance of 73.39 feet;
- 3) South 10° 02' 02" East, for a distance of 86.13 feet;
- 4) South 19° 38' 25" East, for a distance of 116.02 feet;

- 5) South 23° 30' 13" East, for a distance of 146.03 feet;
- 6) South 15° 38' 58" East, for a distance of 136.96 feet;
- 7) South 24° 20' 58" East, for a distance of 150.85 feet;
- 8) South 22° 37' 55" East, for a distance of 128.90 feet;
- 9) South 15° 49' 40" East, for a distance of 87.81 feet;
- 10) South 30° 09' 40" East, for a distance of 109.62 feet;
- 11) South 35° 54' 03" East, for a distance of 102.44 feet;
- 12) South 38° 48' 09" East, for a distance of 177.26 feet;
- 13) South 55° 14' 59" East, for a distance of 23.28 feet;
- 14) South 27° 42' 03" East, for a distance of 174.50 feet;
- 15) South 37° 57' 28" East, for a distance of 108.37 feet;
- 16) South 27° 51' 40" East, for a distance of 165.56 feet;
- 17) South 28° 21' 03" East, for a distance of 135.03 feet;
- 18) South 32° 22' 27" East, for a distance of 99.58 feet;
- 19) South 32° 48' 53" East, for a distance of 118.70 feet;
- 20) South 28° 23' 15" East, for a distance of 122.61 feet;
- 21) South 32° 48' 13" East, for a distance of 182.03 feet;
- 22) South 20° 43' 07" East, for a distance of 282.19 feet;
- 23) South 23° 57' 25" East, for a distance of 142.25 feet;
- 24) South 16° 46' 29" East, for a distance of 33.05 feet;
- 25) South 27° 13' 15" East, for a distance of 155.73 feet to the intersection of the west bank of the West Fork of the San Jacinto River with the northerly line of a called 60 foot wide Transcontinental Gas Pipeline Corporation Right-of-Way and River Crossing Agreement described in Volume 297, Page 465, and amended in Volume 483, Page 543, both of the M.C.D.R., for the southeast corner of said 435.784 acre tract and the northeast corner of said 2,086.441 acre tract, and continue;
- 26) South 27° 13' 15" East, for a distance of 40.48 feet;
- 27) South 19° 56' 37" East, for a distance of 183.86 feet;
- 28) South 13° 11' 52" East, for a distance of 153.22 feet;

- 29) South 09° 41' 40" East, for a distance of 260.31 feet;
- 30) South 06° 50' 01" East, for a distance of 162.09 feet;
- 31) South 00° 28' 13" West, for a distance of 132.99 feet;
- 32) South 00° 43' 13" West, for a distance of 113.42 feet;
- 33) South 01° 59' 50" West, for a distance of 103.52 feet;
- 34) South 03° 45' 11" East, for a distance of 161.50 feet;
- 35) South 05° 34' 20" East, for a distance of 341.01 feet;
- 36) South 08° 06' 09" East, for a distance of 187.31 feet;
- 37) South 06° 24' 24" East, for a distance of 169.09 feet;
- 38) South 04° 10' 27" East, for a distance of 161.63 feet;
- 39) South 13° 04' 38" East, for a distance of 155.01 feet;
- 40) South 18° 47' 13" East, for a distance of 124.43 feet;
- 41) South 20° 54' 34" East, for a distance of 151.23 feet;
- 42) South 15° 10' 46" East, for a distance of 94.85 feet;
- 43) South 05° 11' 27" East, for a distance of 138.40 feet;
- 44) South 13° 20' 15" East, for a distance of 106.90 feet;
- 45) South 17° 02' 24" East, for a distance of 184.74 feet;
- 46) South 18° 31' 37" East, for a distance of 72.83 feet;
- 47) South 21° 18' 30" East, for a distance of 96.94 feet;
- 48) South 20° 27' 25" East, for a distance of 135.53 feet;
- 49) South 23° 48' 02" East, for a distance of 89.22 feet;
- 50) South 31° 48' 44" East, for a distance of 155.41 feet;
- 51) South 51° 54' 43" East, for a distance of 87.30 feet;
- 52) South 49° 45' 54" East, for a distance of 86.80 feet;
- 53) South 54° 16' 12" East, for a distance of 124.37 feet;
- 54) South 70° 16' 35" East, for a distance of 118.51 feet;

- 55) South 75° 03' 39" East, for a distance of 159.40 feet;
- 56) South 65° 46' 25" East, for a distance of 191.57 feet;
- 57) South 49° 33' 59" East, for a distance of 76.96 feet;
- 58) South 46° 37' 26" East, for a distance of 78.69 feet;
- 59) South 41° 30' 29" East, for a distance of 87.46 feet;
- 60) South 38° 14' 33" East, for a distance of 117.42 feet;
- 61) South 28° 14' 23" East, for a distance of 68.75 feet;
- 62) South 25° 30' 55" East, for a distance of 78.09 feet;
- 63) South 17° 53' 26" East, for a distance of 73.60 feet;
- 64) South 02° 04' 27" East, for a distance of 65.61 feet;
- 65) South 16° 40' 41" West, for a distance of 54.58 feet;
- 66) South 24° 40' 20" West, for a distance of 175.36 feet;
- 67) South 34° 59' 05" West, for a distance of 91.48 feet;
- 68) South 41° 19' 30" West, for a distance of 97.55 feet;
- 69) South 34° 13' 57" West, for a distance of 80.78 feet;
- 70) South 40° 11' 16" West, for a distance of 126.37 feet;
- 71) South 40° 02' 09" West, for a distance of 106.90 feet;
- 72) South 38° 22' 31" West, for a distance of 124.90 feet;
- 73) South 44° 29' 56" West, for a distance of 171.72 feet;
- 74) South 38° 00' 29" West, for a distance of 230.93 feet;
- 75) South 24° 34' 53" West, for a distance of 93.16 feet;
- 76) South 17° 20' 07" West, for a distance of 78.44 feet;
- 77) South 13° 34' 14" West, for a distance of 118.21 feet to the upper southeast corner of said 2,086.441 acre tract and the northeast corner of said 347.750 acre tract, and continue;
- 78) South 13° 34' 14" West, for a distance of 16.30 feet;
- 79) South 09° 53' 26" East, for a distance of 133.74 feet;
- 80) South 16° 38' 15" East, for a distance of 73.61 feet;

- 81) South 19° 31'13" East, for a distance of 116.98 feet;
- 82) South 32° 54'28" East, for a distance of 145.16 feet;
- 83) South 38° 38'20" East, for a distance of 103.32 feet;
- 84) South 41° 57'28" East, for a distance of 118.10 feet;
- 85) South 54° 00'34" East, for a distance of 129.83 feet;
- 86) South 55° 39'23" East, for a distance of 110.71 feet;
- 87) South 66° 53'44" East, for a distance of 73.22 feet;
- 88) South 72° 25'29" East, for a distance of 88.16 feet;
- 89) South 65° 50'00" East, for a distance of 65.94 feet;
- 90) South 79° 17'56" East, for a distance of 92.74 feet;
- 91) South 78° 35'31" East, for a distance of 79.11 feet;
- 92) South 58° 09'49" East, for a distance of 56.76 feet;
- 93) South 88° 59'24" East, for a distance of 70.62 feet;
- 94) South 54° 16'32" East, for a distance of 41.79 feet;
- 95) South 78° 54'47" East, for a distance of 69.93 feet;
- 96) North 59° 26'39" East, for a distance of 59.52 feet;
- 97) South 71° 42'48" East, for a distance of 70.58 feet;
- 98) South 70° 36'57" East, for a distance of 57.20 feet;
- 99) South 82° 34'32" East, for a distance of 43.73 feet;
- 100) North 85° 40'02" East, for a distance of 75.16 feet;
- 101) North 67° 42'24" East, for a distance of 47.81 feet;
- 102) South 85° 01'45" East, for a distance of 20.48 feet;
- 103) South 73° 26'33" East, for a distance of 28.81 feet;
- 104) South 68° 02'14" East, for a distance of 158.38 feet;
- 105) South 63° 08'39" East, for a distance of 88.71 feet;
- 106) South 56° 06'22" East, for a distance of 123.11 feet;

- 107) South 49° 42' 41" East, for a distance of 102.06 feet;
- 108) South 48° 16' 29" East, for a distance of 116.52 feet;
- 109) South 43° 01' 51" East, for a distance of 119.92 feet;
- 110) South 12° 48' 47" East, for a distance of 104.77 feet;
- 111) South 31° 16' 58" East, for a distance of 116.13 feet;
- 112) South 18° 57' 55" East, for a distance of 108.66 feet;
- 113) South 14° 02' 37" East, for a distance of 112.14 feet;
- 114) South 20° 36' 57" East, for a distance of 99.63 feet;
- 115) South 17° 52' 48" East, for a distance of 121.18 feet;
- 116) South 17° 33' 50" East, for a distance of 140.50 feet;
- 117) South 11° 20' 12" East, for a distance of 78.23 feet;
- 118) South 08° 46' 43" East, for a distance of 70.75 feet;
- 119) South 09° 28' 02" East, for a distance of 74.18 feet;
- 120) South 08° 38' 18" East, for a distance of 116.59 feet;
- 121) South 14° 33' 32" East, for a distance of 100.26 feet;
- 122) South 12° 02' 45" East, for a distance of 102.47 feet;
- 123) South 12° 22' 20" East, for a distance of 92.49 feet;
- 124) South 00° 03' 09" East, for a distance of 72.45 feet;
- 125) South 10° 50' 22" East, for a distance of 37.82 feet;
- 126) South 08° 02' 58" East, for a distance of 102.61 feet;
- 127) South 00° 09' 26" East, for a distance of 143.92 feet;
- 128) South 04° 42' 52" East, for a distance of 150.23 feet;
- 129) South 09° 19' 25" East, for a distance of 115.79 feet;
- 130) South 08° 57' 42" East, for a distance of 70.29 feet;
- 131) South 24° 11' 10" East, for a distance of 53.99 feet;
- 132) South 16° 29' 30" East, for a distance of 9.15 feet to the point of intersection of the west bank of the West Fork of the San Jacinto River and the north bank of Spring Creek;

THENCE, westerly and northerly, with the meanders of the northerly and easterly bank of Spring Creek, the following Two hundred eighty-nine (289) courses:

- 1) South 84° 10' 17" West, for a distance of 12.16 feet;
- 2) North 82° 05' 24" West, for a distance of 52.61 feet;
- 3) South 87° 30' 52" West, for a distance of 53.69 feet;
- 4) North 85° 13' 30" West, for a distance of 55.97 feet;
- 5) North 89° 58' 05" West, for a distance of 63.43 feet;
- 6) South 83° 59' 32" West, for a distance of 56.18 feet;
- 7) South 83° 08' 53" West, for a distance of 57.94 feet;
- 8) South 87° 05' 35" West, for a distance of 54.78 feet;
- 9) South 79° 12' 39" West, for a distance of 57.57 feet;
- 10) North 87° 18' 08" West, for a distance of 53.43 feet;
- 11) South 78° 02' 27" West, for a distance of 66.74 feet;
- 12) South 81° 04' 10" West, for a distance of 59.60 feet;
- 13) South 80° 01' 09" West, for a distance of 65.19 feet;
- 14) South 83° 14' 43" West, for a distance of 56.92 feet;
- 15) North 86° 02' 02" West, for a distance of 70.98 feet;
- 16) South 80° 01' 36" West, for a distance of 30.04 feet;
- 17) South 79° 51' 57" West, for a distance of 45.86 feet;
- 18) South 82° 10' 15" West, for a distance of 51.35 feet;
- 19) South 88° 49' 36" West, for a distance of 112.54 feet;
- 20) South 86° 30' 18" West, for a distance of 72.53 feet;
- 21) North 88° 51' 59" West, for a distance of 68.44 feet;
- 22) North 64° 05' 26" West, for a distance of 114.39 feet;
- 23) North 71° 33' 04" West, for a distance of 103.48 feet;
- 24) North 76° 15' 50" West, for a distance of 103.87 feet;
- 25) North 73° 28' 22" West, for a distance of 104.56 feet;

- 26) North $81^{\circ} 02' 43''$ West. for a distance of 90.53 feet;
- 27) North $83^{\circ} 54' 04''$ West. for a distance of 58.82 feet;
- 28) North $78^{\circ} 18' 42''$ West, for a distance of 59.56 feet;
- 29) North $76^{\circ} 33' 35''$ West, for a distance of 144.96 feet;
- 30) North $68^{\circ} 50' 05''$ West, for a distance of 103.05 feet;
- 31) South $84^{\circ} 44' 17''$ West, for a distance of 105.88 feet;
- 32) South $88^{\circ} 03' 24''$ West, for a distance of 183.85 feet;
- 33) South $88^{\circ} 18' 37''$ West, for a distance of 67.90 feet;
- 34) South $83^{\circ} 52' 15''$ West. for a distance of 94.33 feet;
- 35) South $78^{\circ} 45' 34''$ West. for a distance of 185.76 feet;
- 36) South $68^{\circ} 52' 14''$ West. for a distance of 96.12 feet;
- 37) South $89^{\circ} 42' 53''$ West. for a distance of 114.36 feet;
- 38) South $69^{\circ} 18' 57''$ West, for a distance of 182.63 feet;
- 39) South $65^{\circ} 05' 47''$ West. for a distance of 131.79 feet;
- 40) South $67^{\circ} 49' 48''$ West. for a distance of 118.11 feet;
- 41) South $67^{\circ} 30' 43''$ West, for a distance of 78.96 feet;
- 42) South $65^{\circ} 36' 02''$ West, for a distance of 107.52 feet;
- 43) South $63^{\circ} 46' 55''$ West. for a distance of 95.81 feet;
- 44) South $66^{\circ} 23' 06''$ West. for a distance of 90.69 feet;
- 45) South $65^{\circ} 35' 24''$ West. for a distance of 154.98 feet;
- 46) South $70^{\circ} 11' 48''$ West, for a distance of 137.88 feet;
- 47) South $68^{\circ} 16' 20''$ West, for a distance of 134.82 feet;
- 48) South $73^{\circ} 02' 10''$ West, for a distance of 58.11 feet;
- 49) South $87^{\circ} 44' 52''$ West, for a distance of 67.81 feet;
- 50) South $64^{\circ} 43' 04''$ West, for a distance of 177.66 feet;
- 51) South $72^{\circ} 04' 22''$ West. for a distance of 69.77 feet pass the southeast corner of said 2,086.441 acre tract and the southwest corner of said 347.750 acre tract, and continue;

- 52) South $72^{\circ} 04' 22''$ West, for a distance of 13.42 feet;
- 53) South $73^{\circ} 00' 42''$ West, for a distance of 117.01 feet;
- 54) South $72^{\circ} 17' 35''$ West, for a distance of 92.37 feet;
- 55) South $74^{\circ} 11' 33''$ West, for a distance of 108.18 feet;
- 56) South $79^{\circ} 35' 08''$ West, for a distance of 78.91 feet;
- 57) South $75^{\circ} 45' 12''$ West, for a distance of 102.58 feet;
- 58) South $77^{\circ} 55' 50''$ West, for a distance of 80.73 feet;
- 59) South $82^{\circ} 28' 28''$ West, for a distance of 71.66 feet;
- 60) South $81^{\circ} 17' 42''$ West, for a distance of 109.60 feet;
- 61) North $83^{\circ} 14' 34''$ West, for a distance of 106.79 feet;
- 62) North $86^{\circ} 49' 24''$ West, for a distance of 410.41 feet;
- 63) South $79^{\circ} 58' 36''$ West, for a distance of 109.74 feet;
- 64) South $68^{\circ} 32' 22''$ West, for a distance of 95.21 feet;
- 65) South $71^{\circ} 53' 23''$ West, for a distance of 129.93 feet;
- 66) South $68^{\circ} 57' 45''$ West, for a distance of 82.76 feet;
- 67) South $72^{\circ} 17' 01''$ West, for a distance of 97.06 feet;
- 68) South $69^{\circ} 59' 25''$ West, for a distance of 102.77 feet;
- 69) South $64^{\circ} 30' 13''$ West, for a distance of 57.73 feet;
- 70) South $69^{\circ} 58' 22''$ West, for a distance of 93.93 feet;
- 71) South $67^{\circ} 05' 25''$ West, for a distance of 130.14 feet;
- 72) South $64^{\circ} 44' 57''$ West, for a distance of 59.16 feet;
- 73) South $70^{\circ} 16' 46''$ West, for a distance of 241.44 feet;
- 74) South $54^{\circ} 38' 54''$ West, for a distance of 57.08 feet;
- 75) South $53^{\circ} 21' 57''$ West, for a distance of 150.72 feet;
- 76) South $59^{\circ} 54' 18''$ West, for a distance of 15.50 feet;
- 77) South $59^{\circ} 54' 18''$ West, for a distance of 55.62 feet;

- 78) South $50^{\circ} 03' 07''$ West, for a distance of 93.50 feet;
- 79) South $78^{\circ} 26' 43''$ West, for a distance of 96.44 feet;
- 80) South $60^{\circ} 56' 56''$ West, for a distance of 50.55 feet;
- 81) South $67^{\circ} 00' 41''$ West, for a distance of 74.11 feet;
- 82) South $40^{\circ} 01' 35''$ West, for a distance of 28.62 feet;
- 83) South $05^{\circ} 15' 45''$ West, for a distance of 33.67 feet;
- 84) South $60^{\circ} 23' 44''$ East, for a distance of 22.32 feet;
- 85) North $84^{\circ} 09' 05''$ East, for a distance of 25.37 feet;
- 86) North $70^{\circ} 43' 48''$ East, for a distance of 40.09 feet;
- 87) North $70^{\circ} 53' 28''$ East, for a distance of 138.94 feet;
- 88) North $47^{\circ} 32' 15''$ East, for a distance of 127.23 feet;
- 89) North $60^{\circ} 09' 00''$ East, for a distance of 125.83 feet;
- 90) South $84^{\circ} 44' 00''$ East, for a distance of 22.85 feet;
- 91) South $00^{\circ} 50' 18''$ West, for a distance of 7.07 feet;
- 92) South $24^{\circ} 56' 23''$ West, for a distance of 180.43 feet;
- 93) South $32^{\circ} 36' 40''$ West, for a distance of 165.14 feet;
- 94) South $34^{\circ} 37' 19''$ West, for a distance of 115.66 feet;
- 95) South $38^{\circ} 05' 28''$ West, for a distance of 78.88 feet;
- 96) South $41^{\circ} 25' 38''$ West, for a distance of 62.76 feet;
- 97) South $43^{\circ} 35' 10''$ West, for a distance of 79.20 feet;
- 98) South $45^{\circ} 39' 06''$ West, for a distance of 89.16 feet;
- 99) South $50^{\circ} 28' 57''$ West, for a distance of 129.02 feet;
- 100) South $48^{\circ} 09' 03''$ West, for a distance of 82.56 feet;
- 101) South $48^{\circ} 57' 37''$ West, for a distance of 89.63 feet;
- 102) South $46^{\circ} 10' 30''$ West, for a distance of 99.45 feet;

- 103) South 39° 05' 27" West, for a distance of 146.18 feet;
- 104) South 39° 21' 53" West, for a distance of 116.32 feet;
- 105) South 54° 30' 55" West, for a distance of 112.24 feet;
- 106) South 67° 37' 43" West, for a distance of 120.45 feet;
- 107) South 80° 14' 18" West, for a distance of 131.93 feet;
- 108) North 80° 20' 43" West, for a distance of 107.12 feet;
- 109) North 86° 00' 04" West, for a distance of 128.42 feet;
- 110) North 74° 18' 13" West, for a distance of 106.69 feet;
- 111) North 64° 22' 22" West, for a distance of 120.02 feet;
- 112) North 52° 28' 07" West, for a distance of 114.98 feet;
- 113) North 38° 02' 40" West, for a distance of 127.89 feet;
- 114) North 02° 13' 36" East, for a distance of 27.09 feet;
- 115) South 83° 32' 08" East, for a distance of 42.97 feet;
- 116) South 58° 50' 51" East, for a distance of 66.94 feet.
- 117) South 82° 50' 14" East, for a distance of 22.71 feet;
- 118) North 06° 50' 17" West, for a distance of 12.27 feet;
- 119) North 47° 50' 20" West, for a distance of 56.26 feet;
- 120) North 54° 07' 01" West, for a distance of 58.03 feet;
- 121) North 41° 11' 07" West, for a distance of 72.32 feet;
- 122) North 72° 04' 10" West, for a distance of 79.76 feet;
- 123) North 69° 29' 00" West, for a distance of 70.08 feet;
- 124) North 34° 06' 12" West, for a distance of 77.89 feet;
- 125) North 32° 24' 50" West, for a distance of 56.21 feet;
- 126) North 32° 24' 50" West, for a distance of 16.70 feet;
- 127) North 22° 39' 32" West, for a distance of 87.45 feet;
- 128) North 13° 51' 41" West, for a distance of 64.98 feet;

Exhibit A

- 129) North $21^{\circ} 31' 02''$ West, for a distance of 154.31 feet;
- 130) North $24^{\circ} 31' 13''$ West, for a distance of 106.92 feet;
- 131) North $28^{\circ} 31' 21''$ West, for a distance of 106.37 feet;
- 132) North $33^{\circ} 54' 39''$ West, for a distance of 94.11 feet;
- 133) North $49^{\circ} 05' 53''$ West, for a distance of 186.65 feet;
- 134) North $57^{\circ} 20' 48''$ West, for a distance of 135.77 feet;
- 135) North $62^{\circ} 25' 32''$ West, for a distance of 137.51 feet;
- 136) North $65^{\circ} 43' 11''$ West, for a distance of 84.57 feet;
- 137) North $64^{\circ} 48' 29''$ West, for a distance of 137.90 feet;
- 138) North $58^{\circ} 37' 43''$ West, for a distance of 176.05 feet;
- 139) North $60^{\circ} 41' 48''$ West, for a distance of 117.33 feet;
- 140) North $56^{\circ} 46' 25''$ West, for a distance of 77.06 feet;
- 141) North $55^{\circ} 51' 52''$ West, for a distance of 101.56 feet;
- 142) North $56^{\circ} 09' 58''$ West, for a distance of 155.42 feet;
- 143) North $65^{\circ} 48' 53''$ West, for a distance of 74.18 feet;
- 144) North $58^{\circ} 45' 09''$ West, for a distance of 107.02 feet;
- 145) North $67^{\circ} 56' 47''$ West, for a distance of 60.93 feet;
- 146) North $67^{\circ} 02' 03''$ West, for a distance of 71.72 feet;
- 147) North $72^{\circ} 24' 16''$ West, for a distance of 68.26 feet;
- 148) North $76^{\circ} 27' 38''$ West, for a distance of 61.13 feet;
- 149) North $77^{\circ} 37' 24''$ West, for a distance of 58.17 feet;
- 150) North $81^{\circ} 12' 43''$ West, for a distance of 61.49 feet;
- 151) North $76^{\circ} 14' 05''$ West, for a distance of 75.16 feet;
- 152) North $76^{\circ} 21' 11''$ West, for a distance of 49.48 feet;
- 153) North $69^{\circ} 36' 09''$ West, for a distance of 37.50 feet;

- 154) North $43^{\circ} 21' 14''$ West, for a distance of 54.11 feet;
- 155) North $50^{\circ} 23' 53''$ West, for a distance of 33.81 feet;
- 156) North $51^{\circ} 23' 51''$ West, for a distance of 61.36 feet;
- 157) North $63^{\circ} 35' 38''$ West, for a distance of 90.19 feet;
- 158) North $67^{\circ} 47' 52''$ West, for a distance of 100.45 feet;
- 159) North $68^{\circ} 11' 20''$ West, for a distance of 108.69 feet;
- 160) North $73^{\circ} 13' 32''$ West, for a distance of 117.05 feet;
- 161) North $70^{\circ} 00' 22''$ West, for a distance of 151.55 feet;
- 162) North $78^{\circ} 02' 09''$ West, for a distance of 103.31 feet;
- 163) South $87^{\circ} 00' 49''$ West, for a distance of 83.97 feet;
- 164) North $87^{\circ} 56' 37''$ West, for a distance of 88.95 feet;
- 165) South $81^{\circ} 04' 57''$ West, for a distance of 106.98 feet;
- 166) South $68^{\circ} 37' 37''$ West, for a distance of 93.90 feet;
- 167) South $60^{\circ} 46' 32''$ West, for a distance of 87.27 feet;
- 168) South $56^{\circ} 50' 14''$ West, for a distance of 145.92 feet;
- 169) South $43^{\circ} 19' 52''$ West, for a distance of 129.53 feet;
- 170) South $11^{\circ} 41' 16''$ West, for a distance of 63.73 feet;
- 171) South $14^{\circ} 06' 39''$ West, for a distance of 35.47 feet;
- 172) South $11^{\circ} 31' 36''$ West, for a distance of 135.92 feet;
- 173) South $07^{\circ} 33' 39''$ West, for a distance of 173.98 feet;
- 174) South $16^{\circ} 35' 36''$ West, for a distance of 202.30 feet;
- 175) South $20^{\circ} 46' 19''$ West, for a distance of 60.02 feet;
- 176) South $13^{\circ} 41' 13''$ West, for a distance of 69.86 feet;
- 177) South $11^{\circ} 54' 31''$ West, for a distance of 90.00 feet;
- 178) South $41^{\circ} 05' 52''$ West, for a distance of 105.79 feet;
- 179) South $44^{\circ} 29' 50''$ West, for a distance of 144.95 feet;

- 180) South $70^{\circ} 17' 01''$ West, for a distance of 86.14 feet;
- 181) South $80^{\circ} 22' 04''$ West, for a distance of 72.00 feet;
- 182) South $83^{\circ} 55' 32''$ West, for a distance of 55.78 feet;
- 183) North $62^{\circ} 32' 12''$ West, for a distance of 55.35 feet;
- 184) North $46^{\circ} 07' 56''$ West, for a distance of 50.63 feet;
- 185) North $60^{\circ} 53' 30''$ West, for a distance of 91.05 feet;
- 186) North $43^{\circ} 48' 09''$ West, for a distance of 68.28 feet;
- 187) North $38^{\circ} 31' 17''$ West, for a distance of 94.63 feet;
- 188) North $36^{\circ} 31' 53''$ West, for a distance of 129.74 feet;
- 189) North $33^{\circ} 10' 58''$ West, for a distance of 149.99 feet;
- 190) North $39^{\circ} 11' 59''$ West, for a distance of 148.77 feet;
- 191) North $46^{\circ} 30' 43''$ West, for a distance of 132.39 feet;
- 192) North $50^{\circ} 47' 36''$ West, for a distance of 128.98 feet;
- 193) North $57^{\circ} 41' 23''$ West, for a distance of 116.30 feet;
- 194) North $59^{\circ} 09' 40''$ West, for a distance of 109.25 feet;
- 195) North $63^{\circ} 32' 05''$ West, for a distance of 107.54 feet;
- 196) North $68^{\circ} 17' 10''$ West, for a distance of 93.47 feet;
- 197) North $47^{\circ} 28' 49''$ West, for a distance of 157.27 feet;
- 198) North $63^{\circ} 12' 00''$ West, for a distance of 197.97 feet;
- 199) South $87^{\circ} 59' 56''$ West, for a distance of 253.67 feet;
- 200) North $88^{\circ} 56' 41''$ West, for a distance of 205.97 feet;
- 201) North $51^{\circ} 29' 07''$ West, for a distance of 198.79 feet;
- 202) North $39^{\circ} 26' 04''$ West, for a distance of 161.54 feet;
- 203) North $29^{\circ} 31' 37''$ West, for a distance of 191.59 feet;
- 204) North $26^{\circ} 12' 58''$ West, for a distance of 158.00 feet;

- 205) North 26° 53' 05" West, for a distance of 130.95 feet;
- 206) North 15° 30' 53" West, for a distance of 156.75 feet;
- 207) North 10° 25' 12" West, for a distance of 244.97 feet;
- 208) North 00° 33' 19" East, for a distance of 352.07 feet;
- 209) North 02° 25' 41" East, for a distance of 187.85 feet;
- 210) North 03° 05' 08" East, for a distance of 202.17 feet;
- 211) North 07° 15' 30" East, for a distance of 183.96 feet;
- 212) North 09° 11' 15" East, for a distance of 181.92 feet;
- 213) North 14° 16' 58" East, for a distance of 185.88 feet;
- 214) North 19° 53' 49" East, for a distance of 146.95 feet;
- 215) North 07° 51' 38" East, for a distance of 198.72 feet;
- 216) North 14° 47' 18" East, for a distance of 190.46 feet;
- 217) North 09° 25' 46" East, for a distance of 201.96 feet;
- 218) North 23° 08' 43" East, for a distance of 163.58 feet;
- 219) North 26° 59' 51" East, for a distance of 103.85 feet;
- 220) North 61° 15' 09" East, for a distance of 197.16 feet;
- 221) North 52° 56' 56" East, for a distance of 175.88 feet;
- 222) North 50° 29' 41" East, for a distance of 191.99 feet;
- 223) North 48° 50' 23" East, for a distance of 166.90 feet;
- 224) North 23° 13' 09" East, for a distance of 171.31 feet;
- 225) North 12° 23' 15" East, for a distance of 208.72 feet;
- 226) North 04° 25' 08" West, for a distance of 182.71 feet;
- 227) North 12° 31' 27" West, for a distance of 142.73 feet;
- 228) North 21° 11' 58" West, for a distance of 123.87 feet;
- 229) North 33° 29' 34" West, for a distance of 103.15 feet;
- 230) North 59° 45' 36" West, for a distance of 174.32 feet;

- 231) North 46° 47'40" West, for a distance of 143.33 feet;
- 232) North 45° 52'37" West, for a distance of 209.78 feet;
- 233) North 50° 35' 13" West, for a distance of 160.08 feet;
- 234) North 50° 56'49" West, for a distance of 194.50 feet;
- 235) North 51° 36'47" West, for a distance of 190.95 feet;
- 236) North 42° 40'45" West, for a distance of 82.74 feet pass the northwest corner of said 2,086.441 acre tract and the southwest corner of said 877.775 acre tract, and continue;
- 237) North 42° 40'45" West, for a distance of 87.97 feet;
- 238) North 34° 11'22" West, for a distance of 120.56 feet;
- 239) North 24° 33'24" West, for a distance of 115.82 feet;
- 240) North 14° 29'23" West, for a distance of 106.78 feet;
- 241) North 07° 36'39" West, for a distance of 180.95 feet;
- 242) North 16° 38'31" West, for a distance of 182.58 feet;
- 243) North 15° 45'24" West, for a distance of 152.10 feet;
- 244) North 18° 13'52" West, for a distance of 143.53 feet;
- 245) North 28° 04'03" West, for a distance of 197.45 feet;
- 246) North 40° 44'03" West, for a distance of 186.52 feet;
- 247) North 44° 58'04" West, for a distance of 167.13 feet;
- 248) North 46° 33'09" West, for a distance of 142.41 feet;
- 249) North 41° 29'01" West, for a distance of 130.34 feet;
- 250) North 35° 56'07" West, for a distance of 194.37 feet;
- 251) North 26° 18' 17" West, for a distance of 121.60 feet;
- 252) North 34° 40'52" West, for a distance of 320.85 feet;
- 253) North 51° 58'06" West, for a distance of 248.75 feet;
- 254) North 80° 17'53" West, for a distance of 236.06 feet;
- 255) South 70° 11'27" West, for a distance of 165.57 feet;

Exhibit A

- 256) South 59° 43' 45" West, for a distance of 433.12 feet;
- 257) South 53° 49' 01" West, for a distance of 109.00 feet;
- 258) South 55° 54' 36" West, for a distance of 129.70 feet;
- 259) South 55° 02' 17" West, for a distance of 101.37 feet;
- 260) South 68° 15' 19" West, for a distance of 217.79 feet;
- 261) South 81° 01' 41" West, for a distance of 125.07 feet;
- 262) North 84° 25' 15" West, for a distance of 114.05 feet;
- 263) North 77° 11' 12" West, for a distance of 94.98 feet;
- 264) North 67° 18' 28" West, for a distance of 127.04 feet;
- 265) North 50° 13' 23" West, for a distance of 56.72 feet;
- 266) North 46° 23' 16" West, for a distance of 197.98 feet;
- 267) North 36° 54' 43" West, for a distance of 155.51 feet;
- 268) North 27° 37' 55" West, for a distance of 182.32 feet;
- 269) North 12° 43' 47" West, for a distance of 137.95 feet;
- 270) North 10° 40' 53" West, for a distance of 145.75 feet;
- 271) North 16° 45' 07" West, for a distance of 28.32 feet pass the northwest corner of said 877.775 acre tract and the southwest corner of said 1,554.570 acre tract, and continue, in all, for a distance of 152.15 feet to an angle point;
- 272) North 36° 16' 24" West, for a distance of 161.65 feet;
- 273) North 44° 40' 15" West, for a distance of 137.01 feet;
- 274) North 59° 54' 35" West, for a distance of 96.16 feet;
- 275) North 51° 04' 33" West, for a distance of 146.07 feet;
- 276) North 66° 00' 48" West, for a distance of 114.41 feet;
- 277) North 62° 48' 10" West, for a distance of 162.52 feet;
- 278) North 68° 13' 47" West, for a distance of 197.70 feet;
- 279) North 63° 28' 38" West, for a distance of 148.45 feet;

- 280) North $63^{\circ} 28' 43''$ West, for a distance of 69.17 feet;
- 281) North $54^{\circ} 54' 15''$ West, for a distance of 203.99 feet;
- 282) North $36^{\circ} 27' 27''$ West, for a distance of 174.12 feet;
- 283) North $37^{\circ} 11' 05''$ West, for a distance of 148.14 feet;
- 284) North $32^{\circ} 29' 54''$ West, for a distance of 177.76 feet;
- 285) North $27^{\circ} 17' 55''$ West, for a distance of 165.20 feet;
- 286) North $13^{\circ} 38' 16''$ West, for a distance of 175.51 feet;
- 287) North $05^{\circ} 56' 49''$ East, for a distance of 147.57 feet;
- 288) North $02^{\circ} 43' 41''$ West, for a distance of 160.23 feet;
- 289) North $08^{\circ} 48' 24''$ West, for a distance of 8.98 feet;

THENCE, departing the meanders of the east bank of Spring Creek, and with the lower southerly line of a called 2,883.06 acre tract described in a deed to LGI Land, LLC as recorded under Montgomery County Clerk's File No. 2004-114162 and the lower northerly line of the herein described tract, North $50^{\circ} 31' 17''$ East, at 139.56 feet pass a 5/8-inch iron rod stamped "U A ENG" found 2.23 feet right, at 827.01 feet pass a 3/4-inch iron pipe, and continue, in all, for a distance of 2,839.95 feet to a 4-inch concrete monument found for an exterior corner of said 2,883.06 acre tract and an interior corner of the herein described tract;

THENCE, with the lower easterly line of said 2,883.06 acre tract and the lower westerly line of the herein described tract, North $39^{\circ} 30' 01''$ West, for a distance of 558.28 feet to a 4-inch concrete monument found in the recognized common line of said R. N. Davis Survey and said Joseph A. Parker Survey for an interior corner of said 2,883.06 acre tract and an exterior corner of the herein described tract;

THENCE, with the recognized common line of said R. N. Davis Survey and said Joseph A. Parker Survey and the southerly line of said 2,883.06 acre tract and the lower northerly line of the herein described tract, North $50^{\circ} 32' 13''$ East, for a distance of 2,768.00 feet to a 3/4-inch iron pipe found in the cleared limits of the Old Main Line Tramway for the southeast corner of said 2,883.06 acre tract and an interior corner of the herein described tract, and from which a 100D nail found for reference bears North $35^{\circ} 02' 54''$ East, for a distance of 12.69 feet, and from which a "PK" nail found in a 4-inch wooden post bears South $51^{\circ} 13' 29''$ West, for a distance of 8.04 feet;

THENCE, through and across said R. N. Davis Survey, and with the easterly line of said 2,883.06 acre tract and the upper westerly line of the herein described tract, North $30^{\circ} 10' 19''$ West, for a distance of 7,822.42 feet to the POINT OF BEGINNING and containing 5,318.9843 (gross) acres or 5,283.9377 (net) acres of land.

This description is based on a survey made on the ground of the subject property and is issued in conjunction with a boundary survey prepared by BENCHMARK ENGINEERING CORPORATION, Job Number 01052.

METES AND BOUNDS DESCRIPTION
TRACT II
9.1484 ACRES
HARRIS COUNTY, TEXAS

All that certain 9.1484 acre tract being the remainder of a called 21.453 acre tract as conveyed to Pacific Indio Properties, Inc. as recorded under Clerk's File No. Z133293 and Y843145 of the Official Public Records of Real Property, Harris County, Texas situated in the William Hobby Survey, Abstract No. 345, Harris County, Texas and being more particularly described by metes and bounds as follows: (All bearings are referenced to Texas State Plane Coordinates, South Central Zone)

COMMENCING at a 5/8-inch iron rod found for an angle point in the westerly right-of-way line of Townsen Boulevard (width varies) as described in a deed to the City of Humble recorded under Clerk's File No. U865373 of the Official Public Records of Real Property, Harris County, Texas, and from which a 5/8-inch iron rod found for an angle point in the westerly right-of-way line of said Townsen Boulevard bears North 82° 33'40" West, for a distance of 14.98 feet;

THENCE with said westerly right-of-way line, North 07° 27'58" East, for a distance of 126.71 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found for the southeast corner of the proposed extension of Townsen Boulevard;

THENCE through and across the T.F. Pinckney Survey, Abstract No. 1588, the following Three (3) courses:

- 1) North 82° 32'02" West, for a distance of 711.47 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found for the beginning of a curve to the right;
- 2) In a northwesterly direction along the arc of said curve to the right having a radius of 1,600.00 feet, a central angle of 40° 33'21", an arc length of 1,132.53 feet and a chord bearing North 62° 15'21" West, 1,109.04 feet to a 5/8-inch iron rod with plastic cap stamped "BENCHMARK ENGR" found for the point of tangency of the herein described curve to the right;
- 3) North 41° 58'41" West, at 6.14 feet pass the upper southeast corner of a called 3.78 acre right-of-way easement described in deeds to Houston Lighting and Power Company as recorded under Clerk's File Nos. H184617 through H184638 of the Official Public Records of Real Property, Harris County, Texas and continue, in all, a distance of 163.18 feet to a 5/8-inch iron rod with plastic cap stamped "S & V SURVEY" found in the recognized common line of the T.F. Pinckney Survey, Abstract No. 1588 and said Hobby Survey for the upper southeast corner of a called 48.814 acre tract conveyed in a deed to Harris County, Texas recorded under Clerk's File No. W931641 of the Official Public Records of Real Property, Harris County, Texas, the south corner and the POINT OF BEGINNING of the herein described tract;

THENCE North 41° 58'41" West, along the northeast line of said 3.78 acre tract and the southwest line of said 21.453 acre tract, for a distance of 899.02 feet to a 5/8-inch iron rod with cap stamped "BENCHMARK ENGR" found for corner at the southernmost corner of a called 0.8516 acre tract as conveyed to Montgomery County Municipal Utility District No. 118 as recorded under Clerk's File No. RP-2025-82102 of the Official Public Records of Real Property, Harris County, Texas and in Clerk's File No. 2025021336 of the Official Public Records of Real Property, Montgomery County, Texas and being situated in the west line of a called 1.581 acre Harris County Recreational Access Easement as recorded under Clerk's File No. 20140044530 of the Official Public Records of Real Property, Harris County, Texas;

THENCE North 22° 29' 35" East, along the east line of said 0.8516 acre tract and the west line of said 1.581 acre easement, for a distance of 190.42 feet to a 5/8-inch iron rod with cap stamped "BENCHMARK ENGR" found for corner;

THENCE North 43° 36' 47" West, along the northeast line of said 0.8516 acre tract, for a distance of 171.17 feet to a point in the southeast bank of the Spring Creek as defined by gradient boundary, July 2019;

THENCE in a northeasterly direction, along the meanders of said southeast bank of Spring Creek the following Four (4) courses;

- 1) North 37° 25' 37" East, 87.77 feet to a point;**
- 2) North 33° 37' 18" East, 113.53 feet to a point;**
- 3) North 72° 06' 10" East, 76.74 feet to a point;**
- 4) North 32° 21' 53" East, 20.72 feet to a point at the westernmost corner of a called 4.4959 acre tract as conveyed to Montgomery County Municipal Utility District No. 118 as recorded under Clerk's File No. RP-2025-82102 of the Official Public Records of Real Property, Harris County, Texas and in Clerk's File No. 2025021336 of the Official Public Records of Real Property, Montgomery County, Texas;**

THENCE South 45° 33' 44" East, along the southwest line of said 4.4959 acre tract, for a distance of 297.05 feet to a 5/8-inch iron rod with cap stamped "BENCHMARK ENGR" found for corner in the north line of said 1.581 Access Easement;

THENCE North 89° 59' 33" East, along the south line of said 4.4959 acre tract and the north line of said 1.581 acre access easement, for a distance of 193.22 feet to a 5/8-inch iron rod with cap stamped "BENCHMARK ENGR" found at the southeast corner of said 4.4959 acre tract situated in the east line of said William Hobby Survey and the west line of the said T.F. Pinckney Survey;

THENCE South 02° 25' 30" East, along the east line of said 21.453 acre tract, the west line of a called 182.500 acre tract as conveyed to Headway Estates, Ltd. as recorded under Clerk's File No. 20120539342, of the Official Public Records of Real Property, Harris County, Texas, and in the east line of said William Hobby Survey and the west line of said T.F. Pinckney Survey for a distance of 966.44 feet to the POINT OF BEGINNING and containing within these calls 9.1484 acres of 398,506 square feet of land.

EXHIBITB

Permitted Exceptions

1. Restrictive covenants described in instrument recorded in Clerk's File No. 2014094389 of the Real Property Records of Montgomery County, Texas; and Clerk's File No. 20130004561, Real Property Records, Harris County, Texas.
2. Standby fees, taxes and assessments by any taxing authority for the year 2025, and subsequent years.
3. Pipeline Right-of-Way Easement granted to Sun Pipe Line Company in instrument executed by E. L. Bender and F. V. Bender, dated 07/29/1933, recorded in Volume 162, Page 458 of the Deed Records of Montgomery County, Texas; said right-of-way located and defined in instrument dated 09/19/1984, recorded under County Clerk's File No. 8449898 in the Real Property Records of Montgomery County, Texas, the location of which is as shown on survey of Benchmark Engineering Corporation, certified to by Saib Y. Saour, R.P.L.S. #3540, dated 11/26/2024, last revised 07/29/2025, as Job No. 01052 ("Survey"). (As to Tract I)
4. Pipeline Right-of-Way Easement granted to Channel Transport and Marketing Company in instrument executed by Eugene L. Bender, Individually and as Independent Executor of the Estate of Frank V. Bender, Deceased, dated 04/30/1934, recorded in Volume 174, Page 351 of the Deed Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Tract I)
5. Pipeline Right-of-Way Easement granted to Transcontinental Gas Pipe Line Corporation in instrument executed by Mrs. Blanche Bender, et al., dated 05/01/1950, recorded in Volume 297, Page 465 of the Deed Records of Montgomery County, Texas; said right-of-way being amended in instrument dated 06/07/1960, recorded in Volume 483, Page 543 of the said Deed Records, the location of which is as shown on the Survey. (As to Tract I)
6. Pipeline Right-of-Way Easement granted to Explorer Pipeline Company in instrument executed by Frank Pitts and wife, Saphronia Pitts, dated 11/11/1970, recorded in Volume 723, Page 87 of the Deed Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
7. Pipeline Right-of-Way Easement granted to Explorer Pipeline Company in instrument executed by Chas. A. Bahr, Sr., dated 11/16/1970, recorded in Volume 723, Page 438 (and Volume 3283, Page 455 as referenced in said instrument) of the Deed Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
8. Easement granted to Houston Lighting and Power Company in instrument executed by Chas. A. Bahr, Jr., dated 05/05/1981, recorded under County Clerk's File No. 8133025 in the Real Property Records of Montgomery County, Texas, in the Real Property Records of

Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)

9. Fiber Optic Cable Right-of-Way Easement granted to VYVX, Inc., in instrument executed by Chas. A. Bahr, Jr., dated 11/07/1997, recorded under County Clerk's File No. 9776305 in the Real Property Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
10. Terms, conditions and stipulations contained in Easement Agreement executed by and between Charles A. Bahr, Jr., "Grantor", and J. R. Development, Inc., "Grantee", dated 06/20/2002, recorded in/under Clerk's File No. 2002-062843 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as shown on the Survey. (Pertains to ingress and egress to and from call 640.6 acre tract, and provides for the right to relocate said easement.) (As to Tract I)
11. Terms, conditions and stipulations contained in Right-of-Way Easement Agreement to build and maintain any and all roads, streets, general utilities, drainage and appurtenances thereto, executed by and between Charles A. Bahr, Jr., "Owner", and Pacific Indio Properties, Inc., "Grantee", dated 10/17/2005, recorded in/under Clerk's File No. 2005-116797 of the Official Public Records of Real Property of Montgomery County, Texas. Originally pertaining to two tracts; being 26.766 acres and 46.249 acres. Said agreement amended to delete the 46.249 acre tract by instrument recorded under Clerk's File No. 2006-013956 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
12. Old Tramway traversing the central portion of subject property in a Northerly-Southerly direction, as evidenced by Partition Deed executed by and between Charles A. Bahr, Sr., et al, dated 11/17/1953, recorded in Volume 361, Page 170 of the Deed Records of Montgomery County, Texas, said tramway being subject to the rights of third parties in and to use of same, the location of which is as shown on the Survey. (As to Tracts I and IV)
13. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated 05/18/1918, recorded 04/10/1919 at Volume 94, Page 554 of the Deed Records of Montgomery County, Texas. Conveyance of said interest by deed recorded under Clerk's File No. 2005-007299 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as noted on the Survey. Reference to which instruments is here made for particulars. (As to call 200 acres.) (As to Tract I)
14. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in that certain Mineral Partition Agreement dated 12/15/1954, recorded 03/12/1955 in Volume 393, Page 415 of the Deed Records of Montgomery County, Texas, the location of which is as noted on the Survey. Reference to which instrument is here made for particulars. (As to Tract I)
15. Interests in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto,

contained that certain Partition Mineral Deed, executed by and between the heirs of the Estate of Eugene L. Bender, Deceased, dated 08/01/1949, recorded 09/08/1949 in Volume 373, Page 459 of the Deed Records of Montgomery County, Texas; and, in Volume 1969, Page 329 of the Deed Records of Harris County, Texas, the location of which is as noted on the Survey. (As to Tracts I and II)

"Release of Rights of Ingress and Egress to Surface" in instrument dated 02/26/1981, recorded in/under Clerk's File Nos. 8117470 and 8117475 of the Official Public Records of Real Property of Montgomery County, Texas. (As to Tract I)

16. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Bobby Hunt in instrument dated 07/31/1979, recorded 08/15/1979 in Volume 1149, Page 821 of the Deed Records of Montgomery County, Texas; and under Clerk's File No. 0186120 of the Official Public Records of Real Property of Harris County, Texas, the location of which is as noted on the Survey. (As to Tract I)
17. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Charles A. Bahr, Jr., in deed to Pacific Indio Properties, Inc., dated 10/19/2005, recorded 10/20/2005 under Clerk's File No. 2005-116796 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as noted on the Survey. (As to call 877.775 acre tract.) (As to Tract I)
18. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated 03/14/1966, recorded 03/14/1966 in Volume 613, Page 406 of the Deed Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to call 100 acre tract.) (As to Tract D)
19. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Jesse F. Pitts and Nancy Pitts Young, in deed to Charles A. Bahr, Jr., dated 06/20/2002, recorded 06/24/2002 under Clerk's File No. 2002-062841 of the Official Public Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to call 72.50 acres.) (As to Tract I)
20. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Bahr Interests, a partnership, in deed to Pacific Indio Properties, Inc., dated 10/17/2005, recorded 10/20/2005 under Clerk's File No. 2005-116798 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as noted on the Survey. (As to call 435.784 acre tract.) (As to Tract I)
21. Designation of Drill Site and Easements by and between Bahr Interests, a Partnership, Suzanne Williams Brignac, Bradford Bender Jones, Joel Dixon Jones and Victoria Jones, as "mineral owners", and Pacific Indio Properties, Inc., as "surface owner", filed 10/20/2005, recorded in/under Clerk's File No. 2005-116799 of the Real Property Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)

22. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated 02/10/1984, by and between Chas. A. Bahr, Jr., et al., as Lessor, and First Matagorda Corporation, as Lessee, recorded 05/23/1984 under Clerk's File No's. 8424543 through 8424557, inclusively, of the Official Public Records of Montgomery County, Texas. Said leases having been assigned to Shell Western E&P, Inc., by instrument recorded under Clerk's File No. 8555662 of the Official Public Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Tract Q)
23. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated 05/01/1987, by and between Chas. A. Bahr, Jr., as Lessor, and Shell Western E&P, Inc. as Lessee, as evidenced by a Memorandum of Lease recorded 07/30/1987 under Clerk's File No. 8733535 of the Official Public Records of Montgomery County, Texas. Said lease having been ratified by instruments recorded under Clerk's File No's. 8803183 through 8803187, inclusively, and 8804089 and 8804090 of the Official Public Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Tract I)
24. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated 05/01/1985, by and between Chas. A. Bahr, Jr., as Lessor, and Shell Western E&P, Inc., as Lessee, recorded 01/29/1986 under Clerk's File No. 8604083 of the Official Public Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Tract Q)
25. Agreement to Designate Drill Sites and Release of Other Surface Rights executed by and between Charles A. Bahr, Jr., et al and First Matagorda Corporation and Shell Western E&P, Inc., as set forth in instruments filed under County Clerk's File No. 8500668 and 8500669 of the Real Property Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Tract Q)
26. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated 05/07/1991, by and between Thomas W. Blake, as Lessor, and Scott & Huff, Inc., as Lessee, recorded 07/19/1991 under Clerk's File No. 9132006 of the Official Public Records of Real Property of Montgomery County, Texas. Said lease having subsequently been assigned to Chevron U.S.A., Inc., by instrument dated 09/01/1992, recorded under Clerk's File No. 9315380 of the Real Property Records of Montgomery County, Texas, the location of which is as noted on the Survey. (Call 300 acres.) (As to Tract I)
27. Terms, conditions and stipulations of that certain Designation of Drill Sites and Easements filed 02/09/2006 under Clerk's File No. 2006-013957 of the Official Public Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
28. Waiver of Surface Rights as set out in instrument executed by William H. Schwartz, III, as Agent and Attorney-in-Fact for William H. Schwartz, Jr., dated 09/26/2003, recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No.

2003-122791, as to his interest, the location of which is as noted on the Survey. (As to Tract I)

29. Subject to the terms, conditions and provisions contained in instrument dated 11/05/1948, recorded in Volume 287, Page 22 of the Deed Records of Montgomery County, Texas, from Ellen M. Blake and husband, Thomas W. Blake, Sr., to the City of Houston, including but not limited to possible inundation of excess land, the location of which is as shown on the Survey. (As to Tract I)
30. A 1 foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the title thereto shall revert and revest in the dedicator, his heirs, assigns or successors, as reflected on plat recorded in Cabinet Z, Sheet 346 of the Map Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
31. A 1 foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the title thereto shall revert and revest in the dedicator, his heirs, assigns or successors, as reflected on plat recorded in Cabinet Z, Sheet 1259 of the Map Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
32. A 1 foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the title thereto shall revert and revest in the dedicator, his heirs, assigns or successors, as reflected on plat recorded in Cabinet Z, Sheet 1998 of the Map Records of Montgomery County, Texas, the location of which is as shown on the Survey. (As to Tract I)
33. Recreational Easement granted to Harris County by instrument dated 12/27/2013, recorded under Harris County Clerk's File No. 20140044530, the location of which is as shown on the Survey. (As to Tract II)
34. A pipeline easement 30 feet in width, together with or within a ditch, granted to Explorer Pipeline Company, a Delaware corporation, by counterpart instruments recorded in Volume 8266, Page 28, Volume 8266, Page 79, Volume 8266, Page 89, Volume 8266, Page 101, Volume 8322, Page 30, Volume 8322, Page 40, Volume 8322, Page 52 and Volume 8459, Page 35, all of the Deed Records of Harris County, Texas. Encroachment Agreement for the rights to construct Townsen Blvd. West and associated drainage outfall

channel, by and between the City of Humble and Explorer Pipeline Company, dated 06/14/2000 filed for record under County Clerk's File No. U460955 of the Official Public Records of Real Property of Harris County, Texas, the location of which is as shown on the Survey. (As to Tract II)

35. Pipeline right-of-way and easement granted to Tidal Pipe Line Company by instrument dated 04/11/1933 recorded in Volume 940, Page 241 of the Deed Records of Harris County, Texas, and transferred to The Comoe Pipe Line Co., dated 04/01/1962 recorded in Volume 4796, Page 442 of the Deed Records of Harris County, Texas, the location of which is as noted on the Survey. (As to Tract II)
36. An easement for electric transmission and distribution facilities, granted to Houston Lighting & Power Company by instrument dated 05/29/1981 filed for record in counterparts under County Clerk's File No(s). H184617 through H184638 of the Official Public Records of Real Property of Harris County, Texas, the location of which is as shown on the Survey. (As to Tract II)
37. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Dr. A. B. Phillips in instruments recorded in Volume 394, Page 32, Volume 330, Page 423 and in Volume 328, Page 625 of the Deed Records of Harris County, Texas, the location of which is as noted on the Survey. (As to call 0.68 acre tract.) (As to Tract II)
38. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved in instrument dated 07/30/1951, recorded 11/26/1917 at Volume 2358, Page 131 of the Official Records of Harris County, Texas, the location of which is as noted on the Survey. (As to call 0.68 acre tract.) (As to Tract II)
39. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by A. B. Rhodes and A. K. Stone in instrument dated 05/09/1953, recorded 07/16/1953 at Volume 2633, Pages 54 and 56, both of the Official Records of Harris County, Texas, the location of which is as noted on the Survey. (As to call 70 acre tract.) (As to Tract II)
40. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Mrs. Lillian R. Phillips in instrument dated 10/21/1954, recorded 01/20/1955 at Volume 2885, Page 202 of the Official Records of Harris County, Texas, the location of which is as noted on the Survey. (As to 4.4 acres out of call 70 acre tract.) (As to Tract II)
41. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Bender/Hobby Properties, Ltd., in the deed to Pacific Indio Properties, Inc., dated 10/17/2005, recorded 10/21/2005 at Y843145 of the Official Records of Harris County, Texas, the location of which is as noted on the Survey. (As to 21.453 acres out of call 70 acre tract.) (As to Tract II)
42. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, reserved by Bender/Hobby Properties, Ltd., in the deed to Pacific Indio Properties, Inc.,

dated 10/17/2005, recorded 03/06/2006 at 2133293 of the Official Records of Harris County, Texas, the location of which is as noted on the Survey. (As to 21.453 acres out of call 70 acre tract.) (As to Tract II)

43. Non-Exclusive Easement (ME20080039), for bridge crossing Spring Creek, granted by The State of Texas to Pacific Indio Properties, L.L.C., by instrument recorded in/under Clerk's File No. 2017091712 of the Official Public Records of Real Property of Montgomery County, Texas; and under Clerk's File No. RP-2017-446460 of the Official Public Records of Real Property of Harris County, Texas, the location of which is as shown on the Survey. (As to Tract I)
44. Terms, conditions and stipulations contained in Development Agreement executed by and between the City of Houston, Texas, and Pacific Indio Properties, L.L.C., dated 12/17/2012, recorded under Clerk's File No. 20130004561 of the Official Public Records of Real Property of Harris County, Texas; and under Clerk's File No. 2013000787 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as noted on the Survey. Note: Said agreement contains provisions for a "strategic partnership agreement" (referred to as "SPA") and for restrictions to be placed in the real property record of both Harris and Montgomery Counties, State of Texas. (As to Tracts I and II)
45. Terms, conditions and stipulations contained in Strategic Partnership Agreement executed by and between the City of Houston, Texas, and Montgomery County municipal Utility District No. 118, dated 12/12/2014, recorded under Clerk's File No. 2014125455 of the Official Public Records of Real Property of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Tracts I and II)
46. All easements, contracts, levies, laterals, roads, ditches, drains and other claims or interests resulting directly or indirectly from the inclusion of the subject property or a part thereof in an irrigation, reclamation or water improvement district or project, the location of which is as noted on the Survey. (As to Tracts I and II)
47. Changes in area and/or boundary by reason of erosion, avulsion, relocation or accretion of the San Jacinto River (West Fork) and/or Spring Creek, the location of which is as shown on the Survey. (As to Tracts I and II)
48. Rights of tenants in possession under unrecorded leases or rental agreements; including, but not limited to any possible hunting leases, the location of which is as noted on the Survey. (As to Tracts I and II)
49. Agreement between the city of Houston and Montgomery County Municipal Utility District 118, filed in 2014125455 of the Official Records of Montgomery County, Texas, the location of which is as noted on the Survey. (As to Director Lots)
50. A 1 foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the

condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the title thereto shall revert and revest in the dedicator, his heirs, assigns or successors, as reflected on plat recorded in Film Code 690101 of the Map Records of Harris County, Texas, the location of which is as shown on the Survey. (As to Tract 11)

51. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Jill Weimer, dated 12/26/2006, filed 04/27/2007, recorded in/under 2007-047894 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047895 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 2 for Montgomery County Municipal Utility District No. 102; lying within the original called 1,554.570 acre tract.)
52. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Brent Brentzel, dated 12/26/2006, filed 04/27/2007, recorded in/under 2007-047891 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047892 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 3 for Montgomery County Municipal Utility District No. 102; lying within the original called 1,554.570 acre tract.)
53. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Nathan Giessinger, dated 12/26/2006, filed 04/27/2007, recorded in/under 2007-047885 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047886 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 5 for Montgomery County Municipal Utility District No. 102; lying within the original called 1,554.570 acre tract.)
54. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Chris Corbin, dated 12/26/2006, filed 04/27/2007, recorded in/under 2007-046492 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the

payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-046493 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 1 for Montgomery County Municipal Utility District No. 103; lying within the original called 2,086.441 acre tract.)

55. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Julie Collette, dated 12/26/2006, filed 04/24/2007, recorded in/under 2007-046495 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-046496 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 2 for Montgomery County Municipal Utility District No. 103; lying within the original called 2,086.441 acre tract.)
56. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Michael Friedman, dated 12/26/2006, filed 04/24/2007, recorded in/under 2007-046498 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-046499 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 3 for Montgomery County Municipal Utility District No. 103; lying within the original called 2,086.441 acre tract.)
57. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Gregg Esses, dated 12/26/2006, filed 04/24/2007, recorded in/under 2007-046501 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-046502 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 4 for Montgomery County Municipal Utility District No. 103; lying within the original called 2,086.441 acre tract.)
58. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Hance V.

Myers, III, dated 12/26/2006, filed 04/24/2007, recorded in/under 2007-046504 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-046505 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 5 for Montgomery County Municipal Utility District No. 103; lying within the original called 2,086.441 acre tract.)

59. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Kyle Rhoden, dated 12/26/2006, filed 04/26/2007, recorded in/under 2007-047292 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047293 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 2 for Montgomery County Municipal Utility District No. 104; lying within the original called 2,086.441 acre tract.)
60. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, Inc., to Antonio J. Padua, dated 12/26/2006, filed 04/26/2007, recorded in/under 2007-047298 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, Inc. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047299 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 5 for Montgomery County Municipal Utility District No. 104; lying within the original called 2,086.441 acre tract.)
61. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to Linda Grant Jones, dated 12/26/2006, filed 04/26/2007, recorded in/under 2007-047281, of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047282 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 2 for Montgomery County Municipal Utility District No. 117; lying within the original called 2,086.441 acre tract.)

62. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to James H. Pouns, dated 12/26/2006, filed 04/26/2007, recorded in/under 2007-047272, of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047273 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 3 for Montgomery County Municipal Utility District No. 117; lying within the original called 2,086.441 acre tract.)
63. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to Lee Luper, dated 12/26/2006, filed 04/26/2007, recorded in/under 2007-047275, of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047276 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 4 for Montgomery County Municipal Utility District No. 117; lying within the original called 2,086.441 acre tract.)
64. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to Thomas Vann, dated 12/26/2006, filed 04/26/2007, recorded in/under 2007-047278, of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2007-047279 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 5 for Montgomery County Municipal Utility District No. 117; lying within the original called 2,086.441 acre tract.)
65. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to Benjamin Boehm, dated 06/22/2023, filed 06/27/2023, recorded in/under 202358757 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Abe S. Goren, Trustee, recorded in/under 202358758 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 1 for

Montgomery County Municipal Utility District No. 118; lying within the original called 2,086.441 acre tract.)

66. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to W. Timothy Weaver, dated 03/28/2013, filed 08/22/2013, recorded in/under 2013092541 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2013092542 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 2 for Montgomery County Municipal Utility District No. 118; lying within the original called 2,086.441 acre tract.)
67. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to Stephen N. Brown, dated 03/28/2013, filed 08/22/2013, recorded in/under 2013092553 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2013092554 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 3 for Montgomery County Municipal Utility District No. 118; lying within the original called 2,086.441 acre tract.)
68. Vendor's Lien retained in Deed, executed by Pacific Indio Properties, L.L.C., to Charles D. Lindsay, dated 03/28/2013, filed 08/22/2013, recorded in/under 2013092544 of the Real Property Records of Montgomery County, Texas, securing Pacific Indio Properties, L.L.C. in the payment of one note in the principal sum of Thirty Five Thousand and 00/100 (\$35,000.00), due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Gary A. Messersmith, Trustee, recorded in/under 2013092545 of the Real Property Records of Montgomery County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument. (As to Director's Lot No. 5 for Montgomery County Municipal Utility District No. 118; lying within the original called 2,086.441 acre tract.)

E-FILED FOR RECORD
08/19/2025 11:20AM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

08/19/2025



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas