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DEED RECORDS

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THE STATE OF TEXAS }  
 COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

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 THAT Friendswood Development Company is the owner of that certain unincorporated area in Harris County, Texas, commonly referred to as Clear Lake City, which is composed of a portion of those lands conveyed by Humble Oil & Refining Company to Friendswood Development Company by deed, dated October 15, 1962, recorded in Volume 4915, Page 272 of the Deed Records of Harris County, Texas; Clear Lake City, as that term is used herein, is more particularly described as, and shall mean, for the purposes of this instrument, the area described in Exhibit "A" attached hereto, together with any area or section adjacent or contiguous thereto which Friendswood Development Company shall hereafter add to Clear Lake City by express dedication and plat or by deed of conveyance duly filed for record in the office of the County Clerk of Harris County, Texas, but only if such dedication and plat or such deed shall expressly set out that such area constitutes an addition to Clear Lake City.

In order to provide a common fund to be applied toward the common good of the community for the purpose of rendering constructive civic service, promoting the social welfare of the community and of the residents of Clear Lake City, to promote and provide educational and recreational facilities for the residents of Clear Lake City, to provide parkway maintenance, garbage and trash collection (for residential areas), police service, fire protection, and other similar services, Friendswood Development Company has heretofore subjected and does hereby subject all of the property

*[Signature]*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

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in Clear Lake City, which may be sold by it, to an annual community services charge, the provisions of which are as set out below and which have been included in all deeds of conveyance heretofore executed affecting property in Clear Lake City and shall be deemed to be included in all deeds of conveyance of any of said property in Clear Lake City hereafter executed the same as if said provisions were set out in full in each of said deeds of conveyance. It is specifically understood that deeds of conveyance of said property, or any part thereof, may contain the community services charge provisions by reference to this document, but whether or not such reference is made, such charge shall be valid and binding upon the respective grantee. Said community services charge provisions, which shall be applicable to each tract sold, are as follows:

"The property herein conveyed is hereby subjected to an annual community services charge at the rate of eight (8) mills per square foot, for the purpose of creating a fund to be known as "Community Services Fund" to be paid by the then owner of this property (in conjunction with a like charge to be paid by the owners of other properties sold in all sections of Clear Lake City as hereinafter defined) annually in advance to Grantor herein, its successors and assigns, in Houston, Texas on the first day of July of each year, which charge shall be a covenant running with the land and to secure payment thereof a vendor's lien is hereby retained upon the property herein conveyed subject and inferior, however, to any lien or mortgage now or hereafter existing on the property to the extent of any such charges accrued and unpaid prior to foreclosure of any such lien or mortgage (except, however, if



the property is restricted to residential use, the lien which secures the community services charge shall be subject and inferior only to a purchase money lien or purchase money mortgage to the extent of any such charges accrued and unpaid prior to foreclosure of any such purchase money lien or purchase money mortgage); provided, however, that Grantee shall pay at the time of this conveyance that fractional part of the annual community services charge determined by multiplying said annual community services charge by a fraction the numerator of which is the number of months between the 1st day of the month following the date of this conveyance and the next succeeding 1st day of July and the denominator of which is twelve (12). Such charge and lien are hereby assigned by Grantor to Clear Lake City Community Association, Inc., a Texas non-profit corporation (without recourse on Grantor in any manner for payment of such charge) which will collect all such annual community services charges and will administer such Community Services Fund, in order that uniformity and continuity may be maintained and preserved.

"Such annual charge may be adjusted from year to year by Clear Lake City Community Association, Inc., its successors or assigns, as the needs of the property may, in its judgment, require, but in no event shall such charge be raised above eight (8) mills per square foot of area, unless raised by the then owners of a majority of the square foot area of the lots or property in all of said sections paying such charge. Upon inclusion of any or all of said sections in one or more municipal corporations (whether by incorporation or annexation) which furnish any of the services contemplated to be provided by such service charge such

service charge then in effect with respect to lots or tracts so annexed or incorporated will be adjusted to eliminate therefrom the cost of the services furnished by such municipality or municipalities.

"Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, educational and public recreational purposes (but not by way of limitation) as follows:

"1. To render constructive civic welfare for the promotion of the social welfare of the community and of the citizens of Clear Lake City, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation;

"2. To promote and provide educational and public recreational facilities for the residents of Clear Lake City;

"3. To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities;

"4. To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

"Garbage and trash collection (residential only), street lighting (monthly charge), parkway maintenance, mosquito abatement, police service, fire protection, street sweeping and maintenance, parks maintenance and community recreation.

"It is understood that the judgment of the said Clear Lake City Community Association, Inc., its successors and assigns, in the allocation and expenditure of said funds shall be final so long as such judgment is exercised in good faith. The enumeration of services above carries no obligation to furnish any of such services except to the extent of funds actually received.

"As other areas or sections are added to Clear Lake City a charge shall be collected from the properties located therein which are sold as herein set out, and the fund composed of charges collected from the several owners of the property or properties shall be expended for the purposes above enumerated in all of such sections or properties. Such charge shall continue for a period of forty (40) years unless the then owners of the majority of the square foot area of the lots or property in all of said sections paying such charge vote to discontinue such charge. The discontinuance of such charge shall be evidenced by a written instrument certifying such vote and signed and acknowledged by the then Board of Trustees of Clear Lake City Community Association, Inc., and recorded in the deed records of Harris County, Texas.

"Notwithstanding anything to the contrary herein contained, the community services charge shall never be applicable to: (1) any property, whether retained by Grantor or sold to others, used as parks, public recreational areas, golf courses, esplanades, schools, churches or for other public uses; (2) lands included in reconveyances to Humble Oil & Refining Company (Humble) of lands burdened by easements reserved by Humble in the deed by which Grantor acquired this property and drill sites required by Humble for the development of its reserved mineral

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interests; (iii) unimproved land sold to developers provided Grantor shall obligate such developers to assume Grantor's obligation hereunder with respect to incorporating provisions for such charges in all conveyances of such land by such developers; (iv) lands included in reconveyances to Humble more than five years after May 25, 1963, as a result of failure or delay in carrying out Grantor's development program (pursuant to contractual obligations heretofore imposed) but with Humble to assume Grantor's obligation hereunder with respect to incorporating such provisions for such charges in sales by Humble."

This instrument levying and fixing a community services charge for Clear Lake City has been executed by Friendswood Development Company at Houston, Texas, on this 29th day of July, 1963.

FRIENDSWOOD DEVELOPMENT COMPANY

ATTEST:

[Signature]  
Secretary

By [Signature]  
Vice President

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared M. W. HANKINSON known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, as the Vice President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of July, 1963.

My Commission Expires 6-1-65

Mon. H. Winter  
Notary Public in and for  
Harris County, Texas

EXHIBIT "A"  
TO INSTRUMENT FILED BY FRIENDSWOOD DEVELOPMENT  
COMPANY LEVYING AND FIXING A COMMUNITY SERVICES  
CHARGE FOR TRACTS SOLD IN CLEAR LAKE CITY

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Being approximately 3050 acres of land out of the Robert W. Wilson League, Abstract No. 88, the Sarah Deel League, Abstract No. 1, the Joseph A. Harris Survey, Abstract No. 340, the August Whitlock Survey, Abstract No. 792, the August Whitlock Survey, Abstract No. 797, and the Thomas Earle, Jr. Survey, Abstract No. 248, Harris County, Texas, and being part of Tract No. 1 of 15,434.66 acres of land conveyed to Friendswood Development Company by Humble Oil & Refining Company by Deed dated October 15, 1962, and of Record in Volume 4915, pages 272 through 321 of the Deed Records of Harris County, Texas. Said 3050 acres of land is fully described by metes and bounds as follows with all bearings being Lambert Grid bearings, Texas South Central Zone, as established by the United States Coast and Geodetic Survey:

BEGINNING at a point for corner located at the intersection of the Northeast right-of-way line of the G.H. & H. R.R. 100-foot wide right-of-way and the most Southerly Southeast line of said Tract No. 1, said point of beginning also being the most Southerly corner of said Tract No. 1 and is marked by Humble Monument No. 495 which is located at Lambert Grid coordinates  $y=641,412.15$ ,  $x=3,233,251.85$ ;

THENCE North  $48^{\circ}49'47''$  East, a distance of 1205.40 feet to Humble Monument No. 485;

THENCE North  $41^{\circ}06'20''$  West, a distance of 208.42 feet to Humble Monument No. 488;

THENCE North  $48^{\circ}53'34''$  East, a distance of 207.92 feet to Humble Monument No. 487;

THENCE South  $41^{\circ}10'16''$  East, a distance of 208.28 feet to Humble Monument No. 486;

THENCE North  $49^{\circ}00'07''$  East, a distance of 28.01 feet to Humble Monument No. 489;

THENCE South  $66^{\circ}46'00''$  East, a distance of 305.12 feet to Humble Monument No. 484;

THENCE South  $86^{\circ}22'17''$  East, a distance of 107.77 feet to Humble Monument No. 493;

THENCE South  $41^{\circ}09'10''$  East, a distance of 634.98 feet to Humble Monument No. 492;

THENCE North  $48^{\circ}50'20''$  East, a distance of 659.83 feet to Humble Monument No. 491;

THENCE North  $41^{\circ}09'10''$  West, a distance of 634.98 feet to Humble Monument No. 494;

THENCE South  $48^{\circ}50'20''$  West, a distance of 659.83 feet to Humble Monument No. 493;

THENCE North  $86^{\circ}22'17''$  West, a distance of 107.77 feet to Humble Monument No. 484;

THENCE North  $23^{\circ}13'22''$  East, passing Humble Monument No. 477 located on the common boundary line between said Robert W. Wilson League and the Sarah Deel League at 2055.34 feet, and continuing on for a total distance of 2311.95 feet to Humble Monument No. 478; located in the centerline of Cow Bayou;

THENCE in a Southeasterly direction with the meanders of the centerline of Cow Bayou a distance of approximately 1416 feet to Humble Monument No. 472 located in the centerline of said Cow Bayou;

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THENCE South  $41^{\circ}03'33''$  East, leaving said Cow Bayou, a distance of 549.15 feet to Humble Monument No. 473;

THENCE South  $48^{\circ}41'26''$  West, a distance of 326.35 feet to Humble Monument No. 474, which is located at Lambert Grid coordinates  $y=643,268.42$ ;  $x=3,236,891.69$ ;

THENCE South  $41^{\circ}04'03''$  East, a distance of 521.71 feet to a point for corner in the Northwesterly right-of-way line of FM Highway No. 528;

THENCE North  $48^{\circ}55'20''$  East, with the Northwesterly line of said F.M. Highway No. 528, a distance of 223.35 feet to a point for corner, the beginning of a curve to the right;

THENCE in a Northeasterly direction with the Northwesterly line of said F.M. Highway No. 528, following said curve to the right, having a radius of 1520.69 feet and a central angle of  $19^{\circ}07'10''$ , a distance of 507.45 feet to a point for corner, the end of said curve;

THENCE North  $68^{\circ}02'30''$  East, with the Northwesterly line of said F.M. Highway No. 528, a distance of 228.33 to a point for corner;

THENCE North  $68^{\circ}02'33''$  East, with the Northwesterly line of said F.M. Highway No. 528, a distance of 680.05 feet to a point for corner, the beginning of a curve to the right;

THENCE in a Northeasterly direction with the Northwesterly line of said F.M. Highway No. 528, following said curve to the right, having a radius of 11,399.20 feet and a central angle of  $2^{\circ}39'21''$ , a distance of 528.39 feet to a point for corner, the end of said curve;

THENCE North  $65^{\circ}23'12''$  East with the Northwesterly line of said F.M. Highway No. 528, a distance of 3.95 feet to a point for corner, the beginning of a curve to the right;

THENCE in a Northeasterly direction with the Northwesterly line of said F.M. Highway No. 528 and following said curve to the right, having a radius of 11,547.20 and a central angle of  $2^{\circ}40'30''$ , a distance of 539.11 feet to a point for corner, the end of said curve;

THENCE North  $68^{\circ}03'42''$  East, with the Northwesterly line of said F.M. Highway No. 528, a distance of 863.85 feet to a point for corner;

THENCE North  $21^{\circ}56'18''$  West, a distance of 36.67 feet to a point for corner;

THENCE North  $68^{\circ}03'42''$  East, a distance of 22.79 feet to a point for corner in the most Southerly Southwest line of the NASA 600-acre tract;

THENCE North  $21^{\circ}57'15''$  West, with said most Southerly Southwest line of the NASA 600-acre tract, a distance of 537.28 feet to Humble Rod No. 2035, marking a re-entrant corner of said 600-acre tract and located at Lambert Grid coordinates  $y=644,912.45$ ,  $x=3,240,267.37$ ;

THENCE North  $66^{\circ}50'22''$  West with the Southwest line of said NASA 600-acre tract, a distance of 4061.26 feet to Humble Rod No. 2036 marking the Westerly or Southwest corner of said NASA 600-acre tract, located at Lambert Grid coordinates  $y=646,509.58$ ,  $x=3,236,533.88$ ;

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THENCE North  $23^{\circ}14'$  East with the Westerly or Northwest line of said NASA 600-acre tract, passing Humble Rod No. 2021, marking the Northerly or Northwest corner of said NASA 600-acre tract and the Westerly or Southwest corner of the NASA 1020-acre tract at 3214.4 feet and continuing on with the Westerly or Northwest line of said NASA 1020-acre tract for a total distance of approximately 7976 feet to a point for corner in the Westerly line of the Houston Lighting and Power Company 150-foot wide right-of-way;

THENCE North  $5^{\circ}00'$  West with the Westerly line of said Houston Lighting and Power Company right-of-way, a distance of approximately 1900 feet to the centerline of Horsepen Bayou;

THENCE in a Westerly direction with the meanders of the centerline of said Horsepen Bayou a distance of approximately 2800 feet to the Northwest line of Clear Lake City Boulevard;

THENCE in a Southwesterly direction with the Northwesterly line of said Clear Lake City Boulevard and following a curve to left having a radius of 3000 feet, a distance of approximately 620 feet to a point for corner, the end of said curve;

THENCE South  $23^{\circ}14'00''$  West with the Northwesterly line of said Clear Lake City Boulevard, a distance of 2840.0 feet to a point for corner in the Northeasterly line of NASA Boulevard;

THENCE North  $66^{\circ}46'00''$  West with the Northeasterly line of said NASA Boulevard, a distance of 5187.97 feet to a point for corner, the beginning of a curve to the right;

THENCE in a Northwesterly direction with the Northeasterly line of said NASA Boulevard, following said curve to the right having a radius of 2241.83 feet and a central angle of  $25^{\circ}35'57''$ , a distance of 1001.63 to a point for corner, the end of said curve;

THENCE North  $41^{\circ}10'03''$  West with the Northeast line of said NASA Boulevard, a distance of 1745.23 feet to a point for corner;

THENCE South  $48^{\circ}49'57''$  West with the Northwest line of a proposed 80-foot wide road, a distance of 7498.86 feet to a point for corner in the Northeast line of said G.H. & H. R.R. and most Southerly Southwest line of said Friendswood Development Company Tract No. 1;

THENCE South  $41^{\circ}10'49''$  East with said Northeast line of the G.H. & H. R.R. and the Southwest line of said Tract No. 1, a distance of 5117.26 feet to Humble Monument No. 414 for corner;

THENCE South  $41^{\circ}09'41''$  East with said Northeast line of the G.H. & H. R.R. and the Southwest line of said Tract No. 1 a distance of 2478.68 feet to Humble Monument No. 490 for corner;

THENCE South  $41^{\circ}09'02''$  East with said Northeast line of the G.H. & H. R.R. and the Southwest line of said Tract No. 1, a distance of 6276.51 feet to the point of beginning and containing approximately 3050 acres of land.