

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Section 1. The Community Association, at its sole cost, except as hereinafter set forth, will landscape and maintain the Detention Pond Tract and the Detention Facilities for the purposes of enhancing and/or preserving the natural beauty and aesthetic quality of the Detention Pond Tract, including repair of erosion. As set forth below in Section 2, the maintenance of certain hydraulic aspects of the Detention Facilities will be the obligation of the District. The Community Association understands and agrees that maintenance of the hydraulic aspects and the designed detention capacity of the Detention Facilities,

including repair of erosion, will take precedence over aesthetic considerations in the maintenance of the Detention Pond Tract and the Detention Facilities. The maintenance by the Community Association will consist of mowing, pruning, seeding, planting, fertilizing and other landscaping of the Detention Pond Tract, and repair of erosion, and erosion control of the Detention Facilities and such other maintenance and aesthetic enhancement as deemed appropriate by the Community Association to accomplish the purposes set forth herein. If the Community Association fails to maintain the Detention Pond Tract or Detention Facilities as herein provided and such failure continues for forty-five (45) days following written notice thereof by the District, the District may, at its option, perform said maintenance and charge the applicable share of said costs and expenses of such maintenance to the Community Association.

Section 2. Title to the Detention Pond Tract and the Detention Facilities will remain in the District and the District will have the obligation to maintain certain hydraulic features of the Detention Facilities as follows: inlet/outlet control and weir structures. The District shall pay all costs and expenses incurred with respect to the maintenance of said structures. All other costs and expenses incurred by the Community Association with respect to its obligations hereunder with respect to the Detention Pond Tract and the Detention Facilities shall be paid by the Community Association. Prior to the performance of any maintenance of said structures by the District, the District will notify the Community Association so that the Community Association can review the proposed maintenance plan as it deems necessary and provide comments on same to the District. Except in the event of an emergency, such notice shall be given at least ten (10) days prior to the performance of the maintenance.

Notwithstanding that title to the Detention Pond Tract and the Detention Facilities remains in the District, the Community Association shall have the right to enter the Detention Pond Tract and to use the Detention Pond Tract and the Detention Facilities as necessary in order to carry out its obligations hereunder.

Section 3. In January of each year during the term hereof, commencing in January, 1999, representatives of the District and the Community Association will meet at the Detention Pond Tract in order to inspect the Detention Pond Tract and the Detention Facilities to assure that same are being maintained properly and in accordance with the terms of this Agreement and so as to avoid extra-ordinary or expensive future repairs.

Section 4. This Agreement will apply to the Detention Pond Tract and the Detention Facilities, including any future expansion, extension, improvement, enlargement or modification of

the Detention Facilities to be constructed in the future by or on behalf of the District.

Section 5. Each party, respectively, assumes all risks, hazards and liabilities with respect to the performance of its obligations under this Agreement. Each party shall obtain general liability, automobile and workers compensation insurance, together with such other insurance as it deems appropriate, in connection with its respective obligations hereunder. The general liability insurance shall provide a minimum coverage of \$500,000 per occurrence and shall name the other party as an additional insured. Within twenty (20) days following the execution of this Agreement, each party shall provide the other party with certificates of insurance meeting the requirements stated herein. Each party shall give, or cause its insurance agent to give, the other party thirty (30) days prior written notice of any material change to, or cancellation of, policies. Each party hereby releases and waives any and all rights of recovery from or against the other party, its directors, officers, employees and agents for any loss or damage, including consequential loss or damage, caused by any peril (including negligent acts) as may be stated in the form of insurance policy required to be maintained by the applicable party hereunder. Each such policy of insurance shall also contain an express waiver of any and all rights of subrogation thereunder whatsoever against the other party, its directors, officers, employees and agents and against any person, firm or corporation affiliated with said other party, its directors, officers, representatives or agents.

SECTION 6. THE COMMUNITY ASSOCIATION SHALL PROTECT, INDEMNIFY AND SAVE THE DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND AND CHARACTER INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES ON ACCOUNT OF INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY IN ANY WAY ARISING OUT OF RELATING TO THE WORK UNDER THIS AGREEMENT BY THE COMMUNITY ASSOCIATION, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE COMMUNITY ASSOCIATION, OR ANYONE FOR WHOSE ACTS THE COMMUNITY ASSOCIATION MAY BE LIABLE, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION 5 SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSSES, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY TO THE EXTENT THE SAME RESULTS FROM THE NEGLIGENCE OF THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES. The Community Association shall be responsible for all damages and losses sustained by it to its tools and equipment utilized in the performance of its obligations under this Agreement.

LIKewise, TO THE EXTENT ALLOWED BY LAW, THE DISTRICT SHALL PROTECT, INDEMNIFY AND SAVE THE COMMUNITY ASSOCIATION HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION,

SUITS AND LIABILITY OF ANY KIND AND CHARACTER INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES ON ACCOUNT OF INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY IN ANY WAY ARISING OUT OF RELATING TO THE WORK UNDER THIS AGREEMENT BY THE DISTRICT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE DISTRICT, OR ANYONE FOR WHOSE ACTS THE DISTRICT MAY BE LIABLE, EXCEPT THAT THE INDEMNIFY PROVIDED FOR IN THIS SECTION 5 SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSSES, DAMAGE, CAUSE OF ACTION, SUIT OR LIABILITY TO THE EXTENT THE SAME RESULTS FROM THE NEGLIGENCE OF THE COMMUNITY ASSOCIATION, ITS OFFICERS, AGENTS OR EMPLOYEES. The District shall be responsible for all damages and losses sustained by it to its tools and equipment utilized in the performance of its obligations under this Agreement.

Section 7. This Agreement is binding upon the parties hereto, their successors and assigns, and may not be amended or assigned except by written instrument executed by both parties.

Section 8. This Agreement is governed in accordance with the laws of the State of Texas.

Section 9. This Agreement will continue in force and effect from the date first herein set forth for a period of forty (40) years and thereafter may be renewed in successive forty (40) year terms by written agreement between the parties; provided, however, notwithstanding the foregoing, this Agreement shall automatically terminate upon the dissolution of the District, whether by the City of Houston or otherwise.

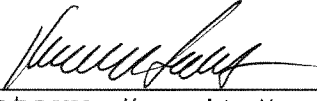
Section 10. No waiver or waivers of any breach or default by either party hereto of any term, covenant, condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 11. This Agreement is for the sole and exclusive benefit of the District and the Community Association and will not be construed to confer any benefit upon any other party.

Section 12. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby.

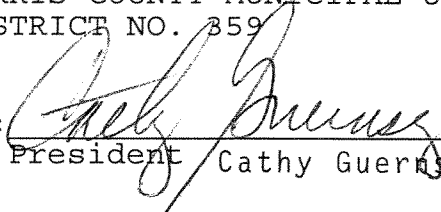
IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first written herein.

ATTEST:



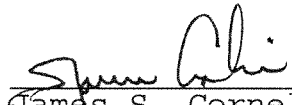
Secretary Kermit U. Smith
(SEAL)

HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 359

By: 

President Cathy Guernsey

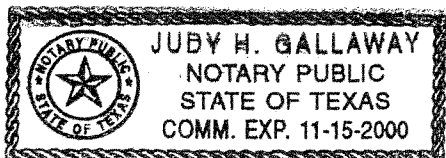
SHADOWLAKE HOMEOWNERS
ASSOCIATION, INC.

By: 

James S. Cornelius
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 23rd
day of JANUARY, 1998, by Cathy GUERNSEY,
President of HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 359.



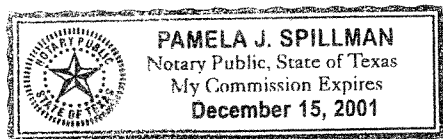
Judy H. Gallaway
Notary Public in and for
the State of Texas

Printed Name of Notary: _____

Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22nd
day of January, 1998, by James S. Cornelius, President of
Shadowlake Homeowners Association, Inc., a Texas nonprofit
corporation.



Pamela J. Spillman
Notary Public in and for
the State of Texas

Printed Name of Notary: _____

Commission Expires: _____



CLARK SURVEYING COMPANY

1315 Sherwood Forest - Houston, Texas 77043 - 713/461-1400 - Fax 713/461-3639

EXHIBIT "A"

January 6, 1998

FIELD NOTES

Description of a 75.3809 acre tract of land (3,283,590 square feet) being out of a called 457.8748 acre tract of record under Harris County Clerk's File Number N297727, situated in the Eugene Pillot Survey, Abstract Number 631, the Henry Woodruff Survey, Abstract No. 844 and the Reynolds Reynolds Survey, Abstract Number 662, in Harris County, Texas, said 75.3809 acre tract of land being more particularly described as follows with bearings being referenced to the recorded plat of Shadowlake, Section Four, as recorded under Film Code No. 369084 of the Harris County Map Records:

BEGINNING at a 5/8-inch iron rod found at the intersection of the east right-of-way line of Dairy Ashford Road (width varies) and the north right-of-way line of the S.A. & A.P. Railroad, (100 feet wide right-of-way) said point also being the southwest corner of said 457.8748 acre tract and of the herein described tract;

THENCE, N 02° 31' 16" W, along the east right-of-way line of said Dairy Ashford Road, a distance of 244.69 feet to an angle point;

THENCE, S 87° 28' 44" W, continuing along the right-of-way line of said Dairy Ashford Road, a distance of 20.00 feet to an angle point;

THENCE, N 02° 41' 27" W, continuing along the right-of-way line of said Dairy Ashford Road, a distance of 55.11 feet to a point for corner;

THENCE, North 87°28'44" East, departing the right-of-way line of said Dairy Ashford Road, a distance of 175.00 feet to point for the south west corner of SHADOW LAKE SECTION NINE recorded in Film Code No. 392032 of the Harris County Map Records;

THENCE, North 87°45'51" East, along the southerly line of said SHADOW LAKE SECTION NINE, a distance of 342.07 feet to a point for the beginning of a curve to the right;

THENCE, southeasterly, continuing along the southerly line of said SHADOW LAKE SECTION NINE and along said curve to the right, having a radius of 500.00 feet, through a central angle of 08°20'49" (the chord bears South 88°03'44" East a distance of 72.78 feet) an arc distance of 72.84 feet to the point of tangency;

THENCE, South 83°53'19" East, continuing along the southerly line of said SHADOW LAKE SECTION NINE, a distance of 163.63 feet to a point for the beginning of a curve to the left;

THENCE, southeasterly, continuing along the southerly line of said SHADOW LAKE SECTION NINE and along said curve to the left, having a radius of 500.00 feet, through a central angle of 06°00'10" (the chord bears South 86°53'24" East, a distance of 52.36 feet) an arc distance of 52.38 feet to the point of tangency;

THENCE, South 89°53'29" East, continuing along the southerly line of said SHADOW LAKE SECTION NINE, a distance of 134.31 feet to a point for the beginning of a curve to the left;

THENCE, northeasterly, continuing along the southerly line of said SHADOW LAKE SECTION NINE and along said curve to the left, having a radius of 500.00 feet, through a central angle of $09^{\circ}03'46''$ (the chord bears North $85^{\circ}34'38''$ East a distance of 79.00 feet) an arc distance of 79.09 feet to the point of tangency;

THENCE, North $81^{\circ}02'45''$ East, continuing along the southerly line of said SHADOW LAKE SECTION NINE, a distance of 160.13 feet to point being the southeast corner of said SHADOW LAKE SECTION NINE the same being the southwest corner of SHADOW LAKE SECTION TEN recorded in Film Code No. 392041 of the Harris County Map Records;

THENCE, North $76^{\circ}52'30''$ East, along the southerly line of said SHADOW LAKE SECTION TEN, a distance of 202.00 feet to a point for the beginning of a curve to the right;

THENCE, northeasterly, continuing along the southerly line of said SHADOW LAKE SECTION TEN and along said curve to the right, having a radius of 1000.00 feet, through a central angle of $11^{\circ}20'36''$ (the chord bears North $82^{\circ}32'48''$ East a distance of 197.65 feet) an arc distance of 197.98 feet to the point of tangency;

THENCE, North $88^{\circ}13'06''$ East, continuing along the southerly line of said SHADOW LAKE SECTION TEN, a distance of 118.74 feet to a point for the beginning of a curve to the left;

THENCE, northeasterly, continuing along the southerly line of said SHADOW LAKE SECTION TEN and along said curve to the left, having a radius of 500.00 feet, through a central angle of $05^{\circ}41'19''$ (the chord bears North $85^{\circ}22'26''$ East a distance of 49.62 feet) an arc distance of 49.64 feet to the point of tangency;

THENCE, North $82^{\circ}31'46''$ East, continuing along the southerly line of said SHADOW LAKE SECTION TEN, a distance of 113.87 feet to a point for the beginning of a curve to the left;

THENCE, northeasterly, along said curve to the left, having a radius of 455.00 feet, through a central angle of $89^{\circ}28'06''$ (the chord bears North $40^{\circ}53'46''$ East a distance of 640.47) an arc distance of 710.49 feet to the point of tangency;

THENCE, North $03^{\circ}50'16''$ West, along the easterly line of said SHADOW LAKE SECTION TEN, a distance of 331.53 feet to a point for the beginning of a curve to the left;

THENCE, northwesterly, along said curve to the left, having a radius of 120.00 feet, through a central angle of $92^{\circ}12'13''$ (the chord bears North $49^{\circ}56'23''$ West a distance of 172.94 feet) an arc distance of 193.11 feet to the point of tangency;

THENCE, South $83^{\circ}57'30''$ West, along the northerly line of said SHADOW LAKE SECTION TEN, a distance of 173.78 feet to a point for the beginning of a curve to the left;

THENCE, southwesterly, continuing along the northerly line of said SHADOW LAKE SECTION TEN and along said curve to the left, having a radius of 1000.00 feet, through a central angle of $07^{\circ}04'56''$ (the chord bears South $80^{\circ}25'02''$ West a distance of 123.53 feet) an arc distance of 123.61 feet to a point of reverse curve to the right;

THENCE, southwesterly, continuing along the northerly line of said SHADOW LAKE SECTION TEN and along said curve to the right, having a radius of 1000.00 feet, through a central angle of $07^{\circ}38'04''$ (the chord bears South $80^{\circ}41'36''$ West a distance of 133.15 feet) an arc distance of 133.25 feet to the point of tangency;

THENCE, South 84°30'38" West, continuing along the northerly line of said SHADOW LAKE SECTION TEN, a distance of 371.43 feet to a point for the beginning of a curve to the left;

THENCE, southwesterly, continuing along the northerly line of said SHADOW LAKE SECTION TEN and along said curve to the left, having a radius of 1000.00 feet, through a central angle of 08°19'03" (the chord bears South 80°21'06" West a distance of 145.04 feet) an arc distance of 145.17 feet to the point of tangency;

THENCE, South 76°11'35" West, continuing along the northerly line of said SHADOW LAKE SECTION TEN, a distance of 182.16 feet to a point for the northwest corner of said SHADOW LAKE SECTION TEN also being the northeast corner of said SHADOW LAKE SECTION NINE;

THENCE, South 76°11'35" West, along the northerly line of said SHADOW LAKE SECTION NINE, a distance of 13.32 feet to a point for corner;

THENCE, South 70°07'16" West, continuing along the northerly line of said SHADOW LAKE SECTION NINE, a distance of 247.22 feet to a point for the beginning of a curve to the left;

THENCE, southwesterly, continuing along the northerly line of said SHADOW LAKE SECTION NINE and along said curve to the left, having a radius of 1000.00 feet, through a central angle of 03°29'35" (the chord bears South 68°22'29" West a distance of 60.95 feet) an arc distance of 60.96 feet to the point of tangency;

THENCE, South 66°37'42" West, continuing along the northerly line of said SHADOW LAKE SECTION NINE, a distance of 78.37 feet to a point for the beginning of a curve to the right;

THENCE, southwesterly, continuing along the northerly line of said SHADOW LAKE SECTION NINE and along said curve to the right, having a radius of 400.00 feet through a central angle of 07°20'32" (the chord bears South 70°17'58" West a distance of 51.22 feet) an arc distance of 51.26 feet to the point of tangency;

THENCE, South 73°58'14" West, continuing along the northerly line of said SHADOW LAKE SECTION NINE, a distance of 64.10 feet to a point for the beginning of a curve to the right;

THENCE, southwesterly, along the northerly line of said SHADOW LAKE SECTION NINE and along said curve to the right, having a radius of 800.00 feet, through a central angle of 13°09'15" (the chord bears South 80°32'51" West a distance of 183.26 feet) an arc distance of 183.67 feet to the point of tangency;

THENCE, South 87°07'29" West, continuing along the northerly line of said SHADOW LAKE SECTION NINE, a distance of 22.25 feet to a point in the easterly right-of-way line of Shadow Cove Drive (an 50 foot wide right-of-way);

THENCE, North 02°52'31" West, along the easterly right-of-way line of said Shadow Cove Drive, a distance of 365.00 feet to a point for corner;

THENCE, N 86° 56' 44" E, departing the easterly right-of-way line of said Shadow Cove Drive, a distance of 94.35 feet to a point for the beginning of a curve to the left;

THENCE, northeasterly, along said curve to the left having a radius of 940.00 feet, through a central angle of 17° 19' 35", (the chord bears N 78° 16' 57" E a distance of 283.18 feet) an arc distance of 284.26 feet to the point of reverse curve to the right;

THENCE, northeasterly, along said curve to the right having a radius of 1,850.00 feet, through a central angle of $04^{\circ} 25' 16''$, (the chord bears $N 71^{\circ} 49' 47'' E$ a distance of 142.72 feet) an arc distance of 142.75 feet to the point of tangency;

THENCE, $N 74^{\circ} 02' 25'' E$, a distance of 290.20 feet to a point for the beginning of a curve to the right;

THENCE, northeasterly, along said curve to the right having a radius of 1,850.00 feet, through a central angle of $20^{\circ} 16' 05''$, (the chord bears $N 84^{\circ} 10' 27'' E$ a distance of 651.02 feet) an arc distance of 654.42 feet to a point for the point of reverse curve to the left;

THENCE, northeasterly, along said curve to the left having a radius of 450.00 feet, through a central angle of $93^{\circ} 57' 12''$, (the chord bears $N 47^{\circ} 19' 54'' E$ a distance of 657.97 feet) an arc distance of 737.91 feet to the point of tangency;

THENCE, $N 00^{\circ} 21' 18'' E$, a distance of 79.93 feet to a point for the beginning of a curve to the left;

THENCE, northwesterly, along said curve to the left having a radius of 450.00 feet, through a central angle of $108^{\circ} 41' 49''$, (the chord bears $N 53^{\circ} 59' 36'' W$ a distance of 731.32 feet) an arc distance of 853.70 feet to a point in the southerly line of 51 feet wide Harris County Flood Control District drainage easement as described under Harris County Clerk's File No. R638791, said point being the most northerly northwest corner of the herein described tract, said point also being in the arc of a non-tangent curve to the left;

THENCE, northeasterly, along the southerly line of said drainage easement and along said curve to the left having a radius of 1,296.92 feet, through a central angle of $14^{\circ} 16' 57''$, (the chord bears $N 64^{\circ} 31' 01'' E$ a distance of 322.45 feet) an arc distance of 323.29 feet to the point of tangency;

THENCE, $N 57^{\circ} 22' 33'' E$, continuing along the southerly line of said drainage easement, a distance of 123.75 feet to point for the beginning of a curve to the right;

THENCE, northeasterly, continuing along the southerly line of said drainage easement and along said curve to the right having a radius of 994.92 feet, through a central angle of $30^{\circ} 00' 00''$, (the chord bears $N 72^{\circ} 22' 33'' E$ a distance of 515.01 feet) an arc distance of 520.94 feet to the point of tangency;

THENCE, $N 87^{\circ} 22' 33'' E$, continuing along the southerly line of said drainage easement, a distance of 435.89 feet to a point in the west line of a called 23.0000 acre tract of land as described under Harris County Clerk's File No. K897147;

THENCE, $S 02^{\circ} 36' 00'' E$, along the west line of said 23.0000 acre tract, a distance of 2,559.83 feet to a point for the southeast corner of the aforesaid 457.8748 acre tract and of the herein described tract and in the north right-of-way line of the aforementioned S.A. & A.P. Railroad;

THENCE, $S 82^{\circ} 54' 00'' W$, along the north right-of-way line of the S.A. & A.P. Railroad, a distance of 1,789.94 feet to an angle point;

THENCE, $S 82^{\circ} 59' 30'' W$, continuing along said north right-of-way line, a distance of 1,257.34 feet to the POINT OF BEGINNING and containing 75.3809 acres (3,283,590 square feet) of land.

SAID TRACT BEING THAT CERTAIN TRACT DESCRIBED AS RESTRICTED RESERVE "C" IN THE SHADOWLAKE SECTION NINE SUBDIVISION, HARRIS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED AT FILM CODE NO. 392032 IN THE MAP RECORDS OF HARRIS COUNTY, TEXAS.