

BENTWATER

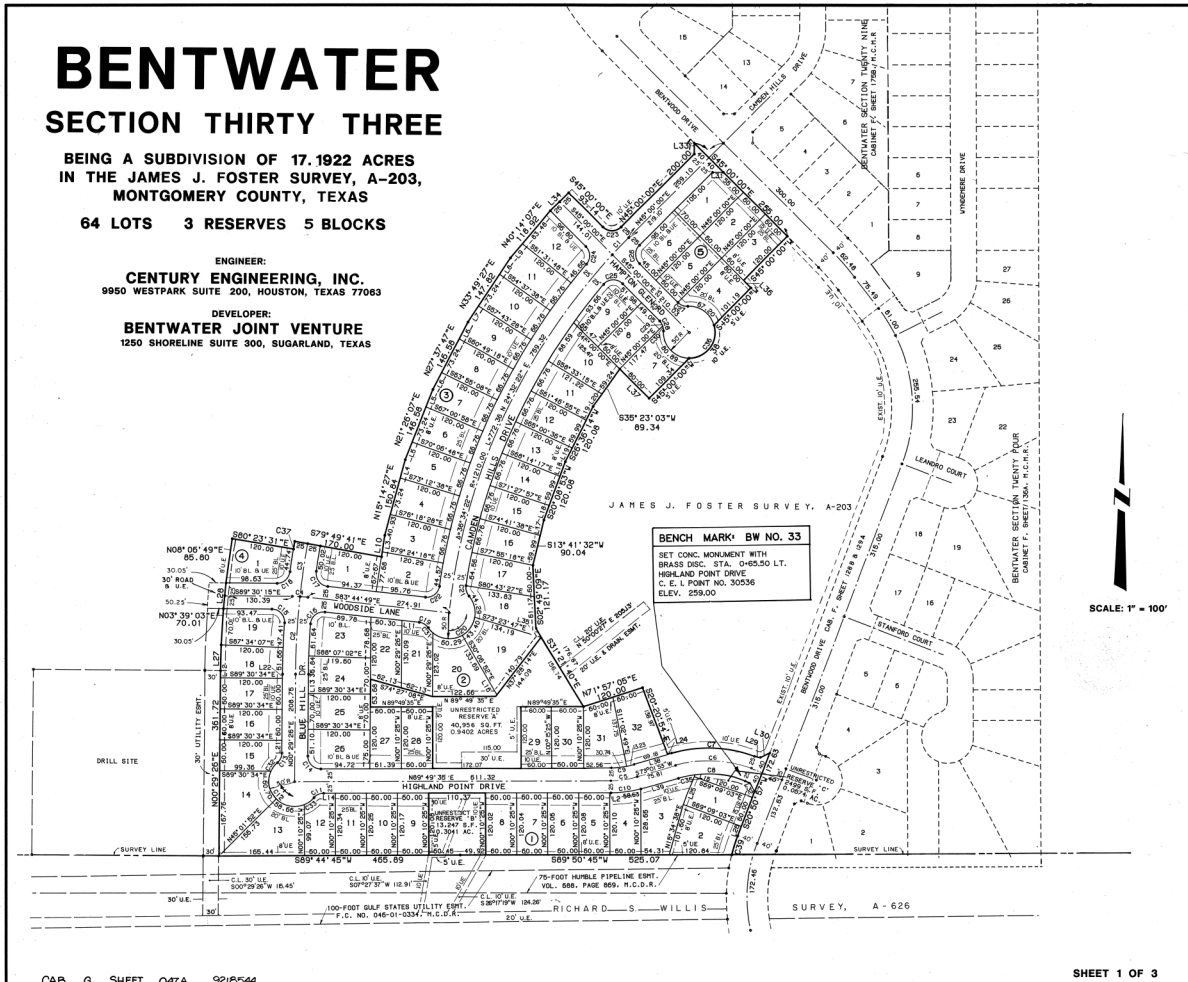
SECTION THIRTY THREE

BEING A SUBDIVISION OF 17.1922 ACRES
IN THE JAMES J. FOSTER SURVEY, A-203,
MONTGOMERY COUNTY, TEXAS

64 LOTS 3 RESERVES 5 BLOCKS

ENGINEER:
CENTURY ENGINEERING, INC.
9950 WESTPARK SUITE 200, HOUSTON, TEXAS 77063

DEVELOPER:
BENTWATER JOINT VENTURE
1250 SHORELINE SUITE 300, SUGARLAND, TEXAS



THE STATE OF TEXAS
COUNTY OF MONTGOMERY

WE, BENTWATER JOINT VENTURE, a Texas Joint Venture, acting by and through
Berthaer Joint Venture's Venture Manager, J. B. Land Co., Inc., acting by its
president, J. B. Land, Jr., said joint venture being the owner of the property
subdivided in the above plat and foregoing and Berthaer Joint Venture's
Venture Manager, J. B. Land, Jr., said joint venture according to the lines, streets, lots,
areas, easements, buildings and improvements thereon as shown on the
subdivision in Berthaer Section Thirty Three in the Owen Shotton Survey,
Abstract 76, Montgomery County, Texas, and do hereby dedicate to the public use, on each
of the easements shown thereon and dedicated hereunder forever, and do
hereby waive any claims for damages (occasioned by the establishing of
grades as shown for the private streets and other dedicated hereunder or
contingent interests of the surface of the property to be dedicated, or
may in future be so dedicated, and do hereby bind ourselves, our
successors and assigns to warrant and forever defend the title to the land
so dedicated.

FURTHER, we do hereby establish building setback lines as shown on the
above plat and more particularly described in the provisions of said
Dedication and restrictions for Berthaer Section Thirty Three hereafter recited
by the owner of said land for said subdivision (and the provisions of such
Dedication shall control any inconsistencies between this plat and said
Dedication).

FURTHER, we do dedicate for public utility purposes all street, right-of-way,
FURTHER, we do dedicate other ground and aerial utility easements as indicated
on the plat. FURTHER, we do dedicate utility easements as follows: a ten
foot utility easement along the front of all lots adjacent to street
right-of-way and a ten foot utility easement along all side lots. If
corner lots which are adjacent to street right-of-way, except as otherwise
shown on the plat. These utility easements are conveyed unto the public and
to utility companies serving the public, and are non-exclusive underground
easements for public utility purposes.

FURTHER, we do hereby establish a minimum slab elevation for each lot, which
shall in no case be lower than the higher of one (1) foot
above the 100 year flood plain on each lot and that no house slab shall be
constructed on an elevation of less than 20.55 feet.

FURTHER, we do hereby declare that all parcels of land designated as lots on
this plat are restricted to the construction of residential dwellings thereon
and shall be subject to residential use under the terms and conditions of
the applicable Covenants, Conditions and Restrictions for Berthaer
Section Thirty Three.

FURTHER, we do hereby covenant and agree that all of the land within the
boundaries of this plat shall be restricted to prevent the drainage of any
surface waters into any street or road or any drainage ditch.

FURTHER, BENTWATER JOINT VENTURE does hereby reserve unto itself, its
successors and assigns, all of the oil, gas and other minerals in, on, under,
and that may be produced and saved from all the land and easements
hereby dedicated, but without surface rights to produce same, which surface
rights are hereby waived.

FURTHER, we, BENTWATER JOINT VENTURE, owner of the property subdivided in
the above plat and foregoing and Berthaer Section Thirty Three here
under, and do hereby certify that the above plat and foregoing plat
will comply with all the regulations hereafter on file with the Montgomery
County Engineer and adopted by the Commissioners' Court of Montgomery
County, Texas.

FURTHER, we, BENTWATER JOINT VENTURE, do hereby dedicate forever to the
public use of the State of Texas, a minimum of fifteen (15) feet wide on each side of
the center line of any and all public, private, streets, alleys, or other
natural drainage courses located in the said subdivision as shown on the plat
or easements for drainage purposes, along Montgomery County and do hereby
grant and convey to the public the right to enter upon said easements at any and all
times for purposes of constructing and/or maintaining drainage work and/or
structures.

FURTHER, we do hereby certify that we are the owners of all property
immediately adjacent to the boundaries of the above and foregoing
subdivision of Berthaer Section Thirty Three hereunder recited and
public utility easements are to be established (pursuant to this plat) outside
the boundaries of the above and foregoing subdivision and do hereby
dedicate and establish all building setback lines and dedicate to the use of the public
all public utility easements shown in said adjacent streets.

The roads and streets in this subdivision are not dedicated to the public and
we do hereby dedicate same as easements for the use and benefit of all
purchasers or owners of lots fronting thereon or adjacent thereto, which
easements shall include rights of ingress, egress, and passage to each lot
shown hereon, and in favor of the holder and assignees of each such owner
and each successive title to each lot shown hereon, but not in favor
of the public. BENTWATER JOINT VENTURE does hereby reserve unto
itself, its successors and assigns, the right to (1) dedicate the roads and
streets in this subdivision to the public; (2) grant, establish, reserve and
agree easements thereon without the joinder of any lot owner or other
party or (3) convey the roads and streets in this subdivision to the
property owners association formed for this subdivision, subject to such
restrictions and conditions set forth in the deed conveying the streets and
roads (each conveyance, if made, shall not require the joinder of any lot
owner or other party). Notwithstanding the fact that all the roads and
streets in this subdivision are not dedicated to the public, but that each
property owner has an apartmentment assessment for rights of ingress and egress
and use of such streets, it is hereby stipulated that the city, police
personnel, vehicles, and equipment are hereby expressly given the right to
enter upon the roads and streets in this subdivision to enforce all applicable
regulations and laws and to protect the safety of the residents and their
property.

BENTWATER JOINT VENTURE, its designees, successors and assigns, shall also
have the right to use said streets for the installation, maintenance and
improvement of water, sanitary and storm sewer lines and other utility above,
in or under said streets.

Montgomery County shall have no responsibility for maintenance of streets
within this subdivision. Streets within this subdivision have been dedicated to the public
by the current owner of said streets (without the joinder of any other party) and
no real covenants, conditions and restrictions have been required by the
current owner of said streets and such dedication has been accepted by
Montgomery County.

IN TESTIMONY WHEREOF, the BENTWATER JOINT VENTURE has caused these
presented to be signed by its Venture Manager, J. B. Land Co., Inc., hereunto
subscribed, this 27th day of March, 1992.

J. B. LAND CO., INC. VENTURE MANAGER

S. B. Land, Jr.
President

Attest: *J. B. Land, Jr.*

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared J. B.
Land, Jr., President and Venture Manager of Berthaer Joint
Venture, a Texas Joint Venture, on behalf of said Joint Venture, known to me
to be the person whose name are subscribed to the foregoing instrument
and acknowledged to me that they executed the same for the purposes and
considerations therein expressed and in the capacity therein and herein set
out, and as the act and deed of said Joint Venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March,
1992.

Marian Hochman
Notary Public in and for
Fort Bend County, Texas
My commission expires 6-17-93



WE, RESOLUTION TRUST CORPORATION, as receiver for San Jacinto Savings
Association, F. A. owner and holder of the following described property,
extended by instruments recorded of record as follows: (a) vendor's lien
created by instrument dated and recorded under Clerk's File No. 8705342 of
the Real Property Records of Montgomery County, Texas as thereafter amended
and modified by instrument dated and recorded under Clerk's File No. 8705342
and Clerk's File No. 8716882 of the Real Property Records of Montgomery
County, Texas; (b) deed of trust created by instrument dated and recorded
under Clerk's File No. 8716882 of the Real Property Records of Montgomery
County, Texas, as amended and modified by instrument dated and recorded
under Clerk's File No. 8716882 of the Real Property Records of Montgomery
County, Texas; (c) security interest created by instrument dated and recorded
under Clerk's File No. 8716882 of the Real Property Records of Montgomery
County, Texas; and (d) deed of trust created by instrument dated and recorded
under Clerk's File No. 8716882 of the Real Property Records of Montgomery
County, Texas, as amended and modified by instrument dated and recorded
under Clerk's File No. 8716882 of the Real Property Records of Montgomery
County, Texas, and do hereby certify that the above plat and foregoing plat
will comply with all the regulations hereafter on file with the Montgomery
County Engineer and adopted by the Commissioners' Court of Montgomery
County, Texas.

RESOLUTION TRUST CORPORATION, as receiver
for San Jacinto Savings Association, F. A.

By *J. B. Land, Jr.*
Attest: *J. B. Land, Jr.*

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared
Resolution Trust Corporation, as receiver for San Jacinto Savings Association, F. A. known to me to be the
person whose name are subscribed to the foregoing instrument and
acknowledged to me that they executed the same for the purposes and
considerations therein expressed and in the capacity therein and herein set
out, and as the act and deed of the Resolution Trust Corporation, as
receiver for San Jacinto Savings Association, F. A.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, 1992.

Notary Public in and for
Harris County, Texas
My commission expires 4-14-94



This is to certify that I, Gerald E. Manger, Jr., a Licensed Surveyor of the
State of Texas, have plotted the above subdivision from an actual survey, on
the ground, and that the lines, streets, lots, areas, easements, buildings and
improvements shown thereon are in accordance with the lines, streets, lots,
areas, easements, buildings and improvements shown on the plat and that the plat
correctly represents the survey made by me.

Gerald E. Manger, Jr.
Gerald E. Manger, Jr., P.S.
Texas Registration No. 3428



L. J. D. Benton, County Engineer of Montgomery County, Texas do hereby
certify that the plat of this subdivision conforms with all of the existing rules
and regulations of this office as adopted by the Montgomery County
Commissioners' Court.

I further certify that the plat of this subdivision complies with the
requirements for internal subdivision drainage as adopted by Commissioners'
Court; however, no certification is hereby given as to the effect of drainage
from this subdivision on the intersecting drainage ditches or present or proposed
on any other area of subdivision within the watershed.

L. J. D. Benton
L. J. D. Benton, Jr.
County Engineer

Approved by the Commissioners' Court of Montgomery County, Texas this
27th day of March, 1992.

Ed Chase Commissioner, Precinct 1
Charles H. Hines Commissioner, Precinct 2
Ed Chase County Judge
Charles H. Hines Commissioner, Precinct 4

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I, Ray Harris, Clerk of the County Court of Montgomery County, Texas, do
hereby certify that the within instrument was filed for registration in my office on
APRIL 20, 1992 at 9:58 AM and duly received on APRIL 20, 1992 at 10:15 AM of Book 10, Sheet 047A of the Map Records for said County.

WITNESSE MY HAND AND SEAL OF OFFICE, at Corrao, Montgomery County,
Texas, this 27th day of March, 1992.

Ray Harris
Ray Harris, Clerk of the County Court
Montgomery County, Texas

By *Paul Chambers*
Deputy



BENTWATER SECTION THIRTY THREE

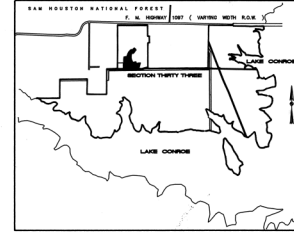
BEING A SUBDIVISION OF 17,192.2 ACRES
IN THE JAMES T. FOSTER SURVEY, A-203
MONTGOMERY COUNTY, TEXAS

64 LOTS 5 BLOCKS 3 RESERVES

ENGINEER:
CENTURY ENGINEERING, INC.
8600 WESTPARK BLVD 200, HOUSTON, TEXAS 77063

DEVELOPER:
BENTWATER JOINT VENTURE
1250 SHORELINE BLVD 300, SUGARLAND, TEXAS

FILED FOR RECORD
22 APR 20 PM 4:30
Ray Harris
CLERK OF COUNTY COURT
MONTGOMERY COUNTY, TEXAS



VICINITY MAP NOT TO SCALE
SHEET 2 OF 3

CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD BEARING	CHORD LENGTH
C 1	2° 10' 27"	1210.00'	45.20'	22.95'	N 43° 54' 47" E	45.01'
C 2	5° 44' 53"	1600.00'	150.48'	75.31'	N 03° 21' 53" E	150.42'
C 3	2° 58' 00"	1600.00'	162.30'	81.31'	N 08° 12' 13" E	162.26'
C 4	5° 40' 26"	300.00'	30.14'	15.09'	N 88° 37' 32" W	30.13'
C 5	8° 47' 42"	175.00'	31.30'	15.83'	N 81° 25' 44" E	31.11'
C 6	3° 48' 06"	225.00'	148.20'	77.00'	N 65° 03' 35" E	148.85'
C 7	37° 49' 04"	250.00'	165.00'	80.64'	S 08° 03' 35" E	162.03'
C 8	3° 48' 06"	225.00'	148.20'	77.00'	N 65° 03' 35" E	148.85'
C 9	16° 47' 42"	150.00'	43.97'	22.16'	N 81° 25' 44" E	43.81'
C 10	16° 47' 42"	150.00'	43.97'	22.16'	N 81° 25' 44" E	43.81'
C 11	48° 11' 23"	25.00'	21.03'	11.18'	N 00° 43' 54" E	20.41'
C 12	185° 02' 37"	80.00'	163.22'	-----	N 44° 50' 20" W	90.81'
C 13	48° 11' 23"	25.00'	21.03'	11.18'	N 24° 35' 08" E	20.41'
C 14	90° 39' 51"	25.00'	39.58'	20.29'	N 44° 50' 20" W	35.16'
C 15	93° 43' 00"	25.00'	40.89'	25.08'	N 42° 38' 45" W	35.48'
C 16	91° 58' 34"	25.00'	40.13'	25.08'	N 50° 15' 54" E	35.16'
C 17	91° 58' 34"	25.00'	40.13'	25.08'	N 37° 45' 32" W	35.16'
C 18	90° 39' 51"	25.00'	39.58'	20.29'	N 44° 50' 20" W	35.16'
C 19	48° 11' 23"	25.00'	21.03'	11.18'	N 59° 39' 08" W	20.41'
C 20	185° 02' 30"	80.00'	161.48'	-----	N 51° 50' 15" E	90.16'
C 21	48° 33' 21"	25.00'	21.62'	11.54'	N 15° 49' 15" W	20.95'
C 22	65° 43' 33"	25.00'	39.28'	24.03'	N 02° 23' 54" E	34.16'
C 23	90° 00' 00"	25.00'	39.27'	25.00'	N 90° 00' 00" W	39.36'
C 24	65° 43' 33"	25.00'	37.33'	23.16'	N 02° 10' 58" W	33.19'
C 25	94° 44' 32"	25.00'	41.34'	27.16'	N 87° 37' 44" E	38.79'
C 26	90° 00' 00"	25.00'	39.27'	25.00'	N 90° 00' 00" E	39.36'
C 27	48° 11' 23"	25.00'	21.03'	11.18'	N 69° 05' 41" W	20.41'
C 28	48° 11' 23"	25.00'	21.03'	11.18'	N 20° 54' 15" W	20.41'
C 29	25° 59' 05"	25.00'	11.34'	5.77'	N 33° 00' 28" W	11.24'
C 30	25° 12' 18"	25.00'	8.28'	4.21'	N 07° 24' 45" W	7.63'
C 31	18° 28' 07"	50.00'	13.50'	6.75'	N 43° 17' 29" W	13.40'
C 32	24° 00' 30"	50.00'	21.02'	10.51'	N 36° 38' 04" E	20.87'
C 33	26° 10' 40"	50.00'	25.84'	11.63'	N 54° 43' 32" E	25.65'
C 34	2° 07' 33"	200.00'	7.42'	3.71'	N 88° 45' 49" E	7.42'
C 35	4° 27' 30"	300.00'	33.02'	16.50'	N 77° 45' 38" E	33.18'
C 36	276° 22' 46"	50.00'	24.11'	-----	S 45° 00' 00" E	65.07'
C 37	6° 33' 50"	180.00'	15.01'	7.51'	N 05° 53' 20" E	15.01'
C 38	106° 40' 35"	50.00'	93.09'	67.17'	S 37° 09' 07" W	80.22'
C 39	6° 28' 45"	340.00'	38.28'	19.15'	S 17° 37' 30" W	38.23'

LINE DATA:

LINE NUMBER	BEARING	DISTANCE
L 1	S 89° 09' 03" E	65.00'
L 2	S 89° 49' 30" W	2.21'
L 3	N 08° 44' 28" E	32.43'
L 4	N 10° 14' 27" E	36.67'
L 5	N 21° 25' 07" E	36.67'
L 6	S 22° 37' 47" E	36.67'
L 7	N 33° 49' 27" E	37.91'
L 8	S 33° 49' 27" E	35.44'
L 9	N 40° 14' 07" E	42.14'
L 10	S 08° 44' 28" E	33.15'
L 11	S 83° 44' 49" E	13.96'
L 12	N 00° 39' 28" E	37.07'
L 13	N 00° 39' 28" E	22.84'
L 14	N 89° 49' 30" E	3.30'
L 15	N 20° 50' 57" E	3.94'
L 16	N 37° 28' 14" E	30.04'
L 17	N 13° 41' 32" E	30.04'
L 18	N 20° 50' 57" E	30.04'
L 19	N 20° 36' 14" E	30.04'
L 20	N 20° 23' 31" E	30.10'
L 21	N 00° 29' 28" E	24.51'
L 22	N 00° 29' 28" E	8.34'
L 23	S 86° 49' 36" E	23.40'
L 24	N 73° 01' 53" E	6.62'
L 25	N 20° 50' 57" E	60.00'
L 26	N 20° 50' 57" E	19.69'
L 27	N 61° 34' 12" E	50.21'
L 28	N 05° 44' 41" E	10.00'
L 29	S 69° 09' 03" E	10.00'
L 30	N 69° 09' 03" E	21.21'
L 31	N 90° 00' 00" E	21.21'
L 32	S 24° 09' 03" E	21.21'
L 33	N 00° 00' 00" E	20.00'
L 34	N 45° 00' 00" E	20.00'
L 35	S 31° 21' 45" E	20.00'
L 36	S 45° 00' 00" E	20.00'
L 37	S 45° 00' 00" W	80.00'
L 38	S 73° 01' 53" W	75.81'
L 39	N 73° 01' 53" E	75.81'