

99734

**GENERAL WARRANTY DEED  
WITH  
VENDOR'S LIEN RETAINED**

**DATE:** April 23, 1999

**CONSIDERATION:**

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of Grantee's one (1) certain Promissory Note (the "Note"), dated April 23, 1999, in the original principal sum of FOUR HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED TWENTY-SIX AND 92/100 DOLLARS (\$432,426.92), payable to the order of Grantor; the Note bearing interest and being due and payable as therein provided, and further providing for acceleration of maturity, waiver of certain notices and demands to the extent allowed by law, reasonable attorney's fees in the event of a default thereunder and other provisions, the payment of the Note is secured by the Vendor's Lien herein retained and a Deed of Trust and Security Agreement - Financing Statement, dated April 23, 1999, executed by Grantee to R. MALCOLM JONES, Trustee.

**PROPERTY:**

**TRACT ONE:**

Being the real property described upon Exhibit "A" attached hereto and made a part hereof by reference to the same extent as if it had been set forth herein verbatim; and,

**TRACT TWO:**

Being the real property described upon Exhibit "B" attached hereto and made a part hereof by reference to the same extent as if it had been set forth herein verbatim.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

(A) For Grantor, and Grantor's heirs and assigns, a reservation all of the oil, gas and other non-surface minerals owned by Grantor in, under or that may be produced from the Property. However, such reservation by Grantor shall not include, and the term "other non-surface minerals" shall not be construed to include, any lignite, coal, rock, sand, iron ore, gravel or any type of mineral that must be removed by surface or open-pit mining methods, or which would constitute any portion of the surface estate of the Property.

Grantor expressly covenants and agrees, however, that any future oil, gas and/or mineral or mining lease executed by Grantor and/or the heirs and assigns of Grantor covering Grantor's interest in the oil, gas and non-surface mineral estate in the Property shall expressly provide that neither Grantor nor any other lessee named therein, their heirs or assigns, shall have any right, whatsoever, to enter upon or use any portion of the Property, or to conduct drilling, mining, exploring and producing operations thereon, and that the right to produce the minerals under the Property shall be limited to directional drilling to those depths lying one thousand feet (1,000') below the surface of the Property and be exercised under the auspices of the Trinity River Authority of the State of Texas and within the strict guidelines of all applicable property restrictions. Therefore, all such exploring, mining, drilling and producing operations shall be conducted on lands other than the Property.

(B) Subject to the other terms and provisions hereof, Grantor hereby reserves for the benefit of Grantor, as well as the heirs and/or assigns of Grantor, and for the benefit of the respective lessees, sublessees, invitees, contractors and agents of Grantor and/or Grantor's heirs and assigns (all of Grantor and such other parties being referred to herein as the "Easement Holders" and individually as an "Easement Holder") a non-exclusive perpetual easement and right-of-way (the "Easement") over, upon and across a portion of the Property as more particularly described as follows (the "Easement Strip"), to-wit:

A strip of land, twenty feet (20') in width, parallel and adjacent to that line of the Property that is adjacent to Farm to Market Highway 356 and Barrett Camp Road;

which Easement shall be for purposes of constructing, installing, maintaining, repairing, removing, operating, upgrading, replacing and using all types of utilities (the "Easement Purposes") within the Easement Strip.

The following terms and conditions shall also apply to the Easement:

1. Grantee (as well as Grantee's heirs and assigns), as owner of the Property, shall have the right to use the Easement Strip in any manner that does not interfere with or prevent the use

of the Easement Strip by one or more of the Easement Holders for any of the Easement Purposes. Without limiting the above, Grantee shall have the right to construct a fence within the Easement Strip with the understanding that the right to construct such a fence is subordinate to the rights of any Easement Holder.

2. Except as provided in the preceding paragraph, no buildings, structures or other such improvements shall be located over, upon, along or across, or so as to encroach into, the Easement Strip; provided, however, notwithstanding the foregoing, any Easement Holder shall have the right at any time to install utilities and facilities relating thereto over, along, under and/or within any portion of the Easement Strip, all matters concerning or relating to said utilities and related facilities, their configuration and the construction thereof to be at the sole discretion of the party installing same. In connection with any of the Easement Purposes (a) any Easement Holder shall have the right to remove and/or relocate any trees, brush or fences located within the Easement Strip or along or near the boundary line thereof as may be reasonably necessary in order to install, repair and/or maintain said utilities and related facilities or in order for said utilities to continue onto other lands or easements owned by an Easement Holder adjacent to the Easement Strip and (b) Grantee hereby agrees upon the written request of any Easement Holder to execute, or join in the execution of, easements for sewer, water, telephone and other types of utility facilities over, under, along or within the Easement Strip.
3. Except as otherwise specifically set forth in this document, no Easement Holder shall have the right to go or travel upon, over or across any other part of the Property except for the Easement Strip. Nothing contained herein shall grant or be construed to grant to any Easement Holder the right (i) to use the Easement Strip for any purpose other than for one or more of the Easement Purposes or (ii) to change the dimensions or location of the Easement Strip.
4. Any Easement Holder who is the owner of a utility located with the Easement Strip agrees to comply at all times and at his, her or its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with his, her or its activities within the Easement Strip.
5. Should it become necessary for an Easement Holder to enter upon the Easement Strip for any of the Easement Purposes, then such Easement Holder shall, after each entry upon the Easement Strip, leave the premises within the Easement Strip in as good condition as it was in prior to such entry.
6. In the event of any interference or threatened interference with the Easement or the rights herein reserved and provided for, such easements and rights may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with the provisions hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable by (a) one or more persons or parties signing this deed or that are benefitted hereby or (b) any Easement Holder; provided however, nothing contained in this paragraph shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. The terms and provisions of this deed relating to the Easement shall be binding upon and inure to the benefit of all parties executing this deed and any Easement Holder, as well as their respective successors, heirs and assigns, and shall constitute covenants running with the land affected or benefitted hereby.

(C) This conveyance is further made by Grantor, and accepted by Grantee, in addition to, and not in limitation of, the other matters set forth in this deed, expressly subject to the following restrictions, covenants and

conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, as well as binding upon the respective heirs, personal representatives, successors, and assigns of such parties, which restrictions, covenants and conditions shall insure to the benefit of each owner thereof, to-wit:

Restrictions and Covenants Applicable to Tract One Only

As used in paragraphs 1 thru 21 below, references to the word "Property" shall refer only to Tract One of the Property described in other provisions of this deed.

1. Except during construction of any structure permitted by the terms of these restrictions, no outside privies or toilets shall be permitted upon the Property.
2. All toilets shall be installed inside any residence hereafter constructed upon the Property and prior to the occupancy thereof. No individual sewerage-disposal system shall be permitted on the Property unless the system is designed, equipped and constructed in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Trinity and/or any other governmental agency having jurisdiction over the Property. Approval of the system(s) installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of wastewater or sewerage disposal system.
3. No individual water-supply system shall be permitted on the Property unless the system is designed, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Trinity and/or any other governmental agencies having jurisdiction over the Property. Approval of the system installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of water system.
4. The drainage of wastewater or sewerage into Grantor's adjoining lands or into Lake Livingston, or any road, street, alley, ditch or any water way, either directly or indirectly, is prohibited.
5. The Property shall be used for residential purposes only. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses, and all such uses of the Property are hereby expressly prohibited.
6. No building shall be erected, altered, placed or permitted to remain on the Property other than for six (6) single family dwellings, their private garages or attached carports, barns, or other related facilities. Any one residence is to be occupied by only one family. No residence shall be located nearer than fifteen (15') to any side boundary line, nor nearer than one hundred feet (100') from the right-of-way of Barrett Camp Road or Farm to Market Highway 356, as the case may be. The above set-back lines may be relaxed by Grantor, or Grantor's heirs, personal representatives or designated assignee, if, in the sole judgment of any such person or persons, (a) the above prescribed distances are not feasible, considering the terrain of the Property, (b) the consolidation of one or more adjacent tracts with the Property results in such distances not being practical, or (c) any other reason that is deemed appropriate by Grantor, or, when appropriate, Grantor's heirs, personal representatives or assigns. For the purpose of this covenant, decks, eaves, steps and open porches shall not be considered as a part of the residence; provided, however, that this shall not be construed to permit any portion of the residence on the Property to encroach upon the Easement or any adjoining tracts. If the Property is consolidated into a building site in conformity with the

provisions of Paragraph 13 below, these building setback provisions shall be applied to such resultant building site as if it were one, original tract. No utility, storage, barn or other building may be located closer to the front lot line than the rear of the primary residence or one hundred fifty (150') feet, whichever is the greater distance from the front boundary line. "Front boundary line" is defined as that boundary line of the Property which is adjacent to Barrett Camp Road or Farm to Market Highway 356, as the case may be. Any improvements placed within the boundary of the Trinity River Authority flowage easement must comply with all of the requirements of the Trinity River Authority of the State of Texas.

7. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be an annoyance or nuisance to any adjoining property owner or owners (including lands owned by Grantor that adjoin the Property).
8. No structure of a temporary character, trailer, mobile home, house trailer, recreational vehicle, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently, without the written consent of Grantor (or, if appropriate, the heirs or personal representatives of Grantor) first had and obtained, which consent Grantor shall be under no obligation to give.
9. No residential structure shall be placed on the Property unless its living area has a minimum of one thousand five hundred (1,500) square feet of floor area, when measured from wall to wall, and excluding porches and garages.
10. The Property shall never be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. Any residence constructed on the Property shall be completed with reasonable diligence, and in all events within two (2) years from the commencement of its construction, unless such period is extended in writing by Grantor, or, if appropriate, Grantor's heirs, personal representatives or assignees, or unless completion is prevented by extreme adverse weather, war, strikes, or act of God.
12. No professional, business, or commercial activity of any nature, or to which the general public is invited, shall be conducted on the Property; however, Grantee, his heirs and/or assigns, are expressly permitted to use the Property for a home occupation or home office.
13. The Property can be resubdivided in any fashion as long as the subdivided parcels are for single family residential purposes and not less than six, ten acre tracts or greater; provided further that this provision shall not prohibit deeds of correction or deeds to resolve boundary line disputes and similar corrective instruments. However, if Grantee (or the heirs or assigns of Grantee) purchases one or more tracts of land adjacent to the Property, then the Property and any adjacent tracts so acquired may, at Grantee's option, be deemed a single tract for building purposes.
14. If open carports are used, no unsightly storage shall be permitted therein that is visible from the front boundary line. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on the Property except in enclosed garages or storage facilities protected from the view of the public.
15. Both prior to and after the occupancy of a residence on the Property, the owner shall provide appropriate space for parking any vehicle or vehicles.
16. These protective covenants shall not be construed to prevent the use of portions of the Property for roads, streets or other rights of way or as easements for drainage or utility purposes.

17. All burning or other disposal of waste material must be in compliance with regulations promulgated from time to time by the State of Texas, the Trinity River Authority of Texas and County of Trinity.
18. Any residential building constructed on the Property: (a) must be built according to plans and specifications which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for residential construction in Trinity County, Texas, and (b) must be of sturdy, permanent construction, built of first class materials, such as cmu, stucco, stone, brick or hardy plank.
19. No animals or fowls may be kept for any commercial purposes. Only house pets, including dogs, may be kept upon the Property for personal use only, so long as they are not kept in such conditions as to constitute an annoyance or nuisance to the adjoining land owners and provided that all house pets, including dogs, which are housed outside of the principal residence must be housed in adequate enclosures and maintained in a presentable and sightly condition. No cattle, swine, sheep, goats, poultry or livestock of any kind, other than household pets as described in the preceding sentences, may be kept or maintained on the Property. One (1) horse for every five (5) acres may be kept on the Property so long as same is or are not part of a commercial business conducted upon the Property.
20. All parts of the Property shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. Grass and weeds shall be kept mowed at all reasonable times. All tools and equipment shall be stored or housed in a storage building provided therefor. No advertising signs (except for customary "for sale" or "for rent" signs) or other unsightly objects shall be erected, placed or permitted to remain on any part of the Property; nor shall any part of the Property be used for any purposes which may endanger the health or unreasonably disturb the owner and/or occupant of any adjoining tract of land.
21. No improvements, structure, dirt or other material may be placed on the Property that would in any way tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, natural drainage easements, drainage ditches, or drainage structures placed thereon by Grantor and/or by Trinity County, his or its heirs, successors or assigns.

Restrictions and Covenants Applicable to Tract Two Only

As used in paragraphs 1 thru 21 below, references to the word "Property" shall refer only to Tract Two of the Property described in other provisions of this deed.

1. Except during construction of any structure permitted by the terms of these restrictions, no outside privies or toilets shall be permitted upon the Property.
2. All toilets shall be installed inside any residence or any commercial building hereafter constructed upon the Property and prior to the occupancy thereof. No individual sewerage-disposal system shall be permitted on the Property unless the system is designed, equipped and constructed in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Trinity and/or any other governmental agency having jurisdiction over the Property. Approval of the system(s) installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of wastewater or sewerage disposal system.
3. No individual water-supply system shall be permitted on the Property unless the system is designed, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the County of Trinity and/or any other governmental agencies having jurisdiction over the Property. Approval of

the system installed and maintained shall be obtained from such authorities. Under no circumstances shall Grantor ever be required to provide the Property with any type of water system.

4. The drainage of wastewater or sewerage into Grantor's adjoining lands or into Lake Livingston, or any road, street, alley, ditch or any water way, either directly or indirectly, is prohibited.
5. The Property may be used for residential and/or commercial purposes.
6. No residential structure shall be erected, altered, placed or permitted to remain on the Property other than for eight (8) single family dwellings, their private garages or attached carports, barns, or other related facilities. Any one residence is to be occupied by only one family. No residence shall be located nearer than fifteen feet (15') to any side boundary line, nor nearer than one hundred feet (100') from the right-of-way of Farm to Market Highway 356, as the case may be. The above set-back lines may be relaxed by Grantor, or Grantor's heirs, personal representatives or designated assignee, if, in the sole judgment of any such person or persons, (a) the above prescribed distances are not feasible, considering the terrain of the Property, (b) the consolidation of one or more adjacent tracts with the Property results in such distances not being practical, or (c) any other reason that is deemed appropriate by Grantor, or, when appropriate, Grantor's heirs, personal representatives or assigns. For the purpose of this covenant, decks, eaves, steps and open porches shall not be considered as a part of the residence; provided, however, that this shall not be construed to permit any portion of a residence on the Property to encroach upon the Easement or any adjoining tracts. If the Property is consolidated into a building site in conformity with the provisions of Paragraph 12 below, these building setback provisions shall be applied to such resultant building site as if it were one, original tract. No utility, storage, barn or other building may be located closer to the front lot line than forty feet (40') from the front boundary line. "Front boundary line" is defined as that boundary line of the Property which is adjacent to Farm to Market Highway 356, as the case may be. Any improvements placed within the boundary of the Trinity River Authority flowage easement must comply with all of the requirements of the Trinity River Authority of the State of Texas.
7. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be an annoyance or nuisance to any adjoining property owner or owners (including lands owned by Grantor that adjoin the Property).
8. No structure of a temporary character, trailer, mobile home, house trailer, recreational vehicle, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently, without the written consent of Grantor (or, if appropriate, the heirs or personal representatives of Grantor) first had and obtained, which consent Grantor shall be under no obligation to give.
9. No residential structure shall be placed on the Property unless its living area has a minimum of one thousand five hundred (1,500) square feet of floor area, when measured from wall to wall, and excluding porches and garages. No commercial structure shall be placed on the Property unless the area under roof has a minimum of one thousand five hundred (1,500) square feet.
10. The Property shall never be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall always be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. Any residence or commercial building constructed on the Property shall be completed with reasonable diligence, and in all events within two (2) years from the commencement of its

construction, unless such period is extended in writing by Grantor, or, if appropriate, Grantor's heirs, personal representatives or assignees, or unless completion is prevented by extreme adverse weather, war, strikes, or act of God.

12. The Property can be resubdivided in any fashion as long as the subdivided parcels are for residential or commercial purposes and each subdivided parcel contains not less than five acres; provided further that this provision shall not prohibit deeds of correction or deeds to resolve boundary line disputes and similar corrective instruments. However, if Grantee (or the heirs or assigns of Grantee) purchases one or more tracts of land adjacent to the Property, then the Property and any adjacent tracts so acquired may, at Grantee's option, be deemed a single tract for residential building purposes.
13. If open carports to residences are used, no unsightly storage shall be permitted therein that is visible from the front boundary line. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on the Property except in enclosed garages or storage facilities protected from the view of the public.
14. Both prior to and after the occupancy of a residence or commercial building on the Property, the owner shall provide appropriate space for parking any vehicle or vehicles.
15. These protective covenants shall not be construed to prevent the use of portions of the Property for roads, streets or other rights of way or as easements for drainage or utility purposes.
16. All burning or other disposal of waste material must be in compliance with regulations promulgated from time to time by the State of Texas, the Trinity River Authority of Texas and County of Trinity.
17. Any residential building constructed on the Property: (a) must be built according to plans and specifications which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for residential construction in Trinity County, Texas, and (b) must be of sturdy, permanent construction, built of first class materials, such as cmu, stucco, stone, brick or hardy plank.
18. Any commercial building constructed on the Property: (a) must be built according to plans and specifications which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for commercial construction in Trinity County, Texas, and (b) must be of sturdy, permanent construction, and built of first class materials.
19. Notwithstanding the right to use the Property for commercial purposes, under no circumstances shall animals or fowls be kept for any commercial purposes. Only house pets, including dogs, may be kept upon the Property for personal use only, so long as they are not kept in such conditions as to constitute an annoyance or nuisance to the adjoining land owners and provided that all house pets, including dogs, which are housed outside of the principal residence must be housed in adequate enclosures and maintained in a presentable and sightly condition. No cattle, swine, sheep, goats, poultry or livestock of any kind, other than household pets as described in the preceding sentences, may be kept or maintained on the Property. One (1) horse for every five (5) acres may be kept on the Property so long as such tract is being used for residential purposes.
20. All parts of the Property shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. Grass and weeds shall be kept mowed at all reasonable times. All tools and equipment shall be stored or housed in a storage building provided therefor. No advertising signs (except for customary "for sale" or "for rent" signs) or other unsightly objects shall be erected, placed or permitted to remain on any part of the Property that is being used for residential purposes, nor shall any part of the Property be used for any



purposes which may endanger the health or unreasonably disturb the owner and/or occupant of any adjoining tract of land.

21. No improvements, structure, dirt or other material may be placed on the Property that would in any way tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, natural drainage easements, drainage ditches, or drainage structures placed thereon by Grantor and/or by Trinity County, his or its heirs, successors or assigns.

#### Enforcement

Grantor, or if appropriate, the heirs, personal representatives or assigns of Grantor, shall have the right to enforce, by any proceeding at law or in equity, the restrictions, covenants, conditions, and reservations now or hereafter imposed by the provisions of this deed. Failure to enforce any covenant or restriction contained in this document shall in no event be deemed a waiver of the right to do so thereafter.

#### No Implication or Severability

Grantor, for and on behalf of itself, and Grantee, by Grantee's acceptance hereof and for and on behalf of Grantee and Grantee's heirs and assigns, covenant and agreed that:

- (a) Nothing contained herein shall imply that any other property of Grantor shall be subject to the restrictions applicable to the Property, and no restrictions shall be created hereby with respect to other property owned by Grantor, whether by negative implication or otherwise;
- (b) In addition to the provisions of (a) above, Grantor specifically reserves and retains the right to cut merchantable timber on any lands owned by Grantor adjacent to and/or within the vicinity of the Property; and,
- (c) In the event any one, or more, of these covenants and agreements shall become or be held invalid, by reason of abandonment, waiver, or judicial decision, same shall in no wise affect or impair the validity of the other covenants and agreements which shall remain in full force and effect.

#### Amendment or Waiver

The restrictions, conditions, reservations and covenants contained in this document may, at Grantor's (or, if appropriate, Grantor's heirs, personal representatives or assigns) sole option, and without any notice to, or the consent of, any other party, be revised, amended or waived, totally or partially, evidenced by an instrument in writing, executed by and between Grantor (or, if appropriate, Grantor's heirs, personal representatives or assigns), and the then record owner (or owners) of the fee simple title of the Property (together with any third party holding a valid lien on the Property), and such amendment shall become effective upon the recordation of same in the Real Property Records of Trinity County, Texas.

Inferences Relating to Restrictions

Nothing contained in or inferable from the establishment of the restrictive covenants described above shall ever be deemed to impose upon other land owned, or to be owned, by Grantor, or any entity owned or controlled by Grantor, any covenants, restrictions, easements or liens, or to create any servitudes, reciprocal easements or other interests in any such land in favor of Grantor, Grantee or any other party.

(D) This conveyance is further made by Grantor and accepted by Grantee expressly subject to the following matters, but only to the extent that they are valid and still in force and effect against the Property, to-wit:

- (1) Any easements or rights-of-way of record pertaining to any portion of the Property;
- (2) All presently recorded and valid oil, gas and/or other mineral exceptions, rights of development or leases, royalty reservations and/or other instruments constituting oil, gas or other mineral interest severances, conveyances, leases and/or hypothecations of any kind;
- (3) All presently recorded instruments (other than encumbrances and conveyances by, through or under Grantor) that affect the Property;
- (4) Ad valorem taxes for the year 1999, the payment of which has been prorated pursuant to other provisions of this deed, and subsequent years, the payment of which Grantee assumes; and subsequent assessments for the year 1999 and prior years due to changes in land usage, ownership, or both, the payment of which Grantee assumes;
- (5) Any ordinances, statutes or regulations promulgated by the County of Trinity, the Trinity River Authority of the State of Texas, or any other agency or political subdivision of the State of Texas or the United States Government; and,
- (6) Any conditions that would be revealed by a physical inspection and/or the plat of survey of the Property prepared by James R. Lowe, R.P.L.S. No. 4751, Texas, and bearing date of April 21, 1999.

The references in the immediately preceding paragraph to the lawful claims, if any, of third parties in the Property are made for the exclusive purpose of exceptions from Grantor's warranty of title contained in other provisions of this deed, and no reference or recital contained in this deed shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of third persons.

**GRANT OF PROPERTY:**

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty and other matters set forth herein, hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging; to have and hold the Property to Grantee, and Grantee's heirs, executors, administrators and assigns, forever. Grantor hereby binds Grantor, and Grantor's heirs, executors, and administrators, to warrant and forever defend all and singular the Property to Grantee, and Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or

to claim the same or any part thereof, except as to the (i) Reservations From and Exceptions to Conveyance and Warranty and (ii) other matters set forth in this deed.

**VENDOR'S LIEN:**

The Vendor's Lien against and Superior Title to the Property are both retained by Grantor until the Note has been paid in full according to its terms, at which time this deed shall become absolute.

**TAXES:**

Subject to the provisions contained in the following paragraph, Grantor warrants and represents that the ad valorem taxes for the Property for the year 1998, and all prior years have been fully paid by Grantor and Grantor's predecessors in title. All such taxes for the years prior to 1999 and for 1999 to the date of this deed shall be paid by Grantor. Subject to the foregoing, such taxes for the year 1999 have been prorated between Grantor and Grantee as of the date of this deed, and Grantee assumes liability for the payment of such taxes for the year 1999, and for subsequent years. Since such proration was based upon an estimate of such taxes for the year 1999, then upon demand the parties hereto, if necessary, shall promptly and equitably adjust all taxes as soon as actual figures for these items for calendar year 1999 are available.

Grantor has claimed and is now claiming the benefit of laws permitting a special use valuation for the purposes of payment of ad valorem taxes on the Property. Notwithstanding the provisions of the preceding paragraph, if this transaction, or if, after the date hereof, Grantee (or, if appropriate, the heirs or assigns of Grantee) changes the use of the Property and the same results in the assessment of additional taxes for the year 1999 and prior years, then such additional taxes will be the obligation of Grantee, or, if appropriate, the heirs and assigns of Grantee.

**GENERAL PROVISIONS:**

Grantee acknowledges to Grantor that Grantee understands that Grantor has executed and delivered this deed, and Grantee has received and accepted this deed and the Property AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY AND OTHER WRITTEN WARRANTIES OR REPRESENTATIONS SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED

REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY PART OF THE PROPERTY; (vii) ANY CONSEQUENCES RESULTING FROM THE PROPERTY BEING LOCATED IN ANY AREA (A) DESIGNATED AS A "FLOOD PLAIN" AND/OR (B) THAT IS CAPABLE OF RECEIVING FLOOD WATERS; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE WARRANTY OF TITLE AND OTHER WRITTEN WARRANTIES OR REPRESENTATIONS EXPRESSLY SET FORTH HEREIN.

At the time of the execution of this deed by Grantor, title to the Property was vested in Grantor in the following proportions, to-wit:

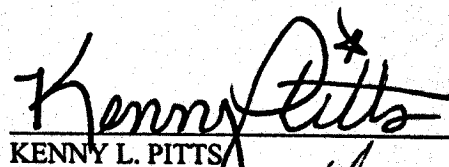
- (a) KENNY PITTS - fifty per cent (50%); and,
- (b) JOHN RUSSELL McLAURIN - fifty per cent (50%).

It is expressly agreed that the liability, if any, of Grantor on Grantor's warranty shall be several and not joint, and no Grantor shall ever be held on this warranty should title to the Property fail in whole or in part, except for the proportional interest as above specified of such Grantor in and to the Property.

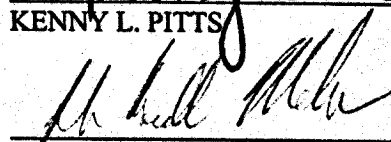
In addition to, and not in limitation of, any other warranties and covenants contained herein, Grantor represents to Grantee that Grantor and Grantor's family use, own, occupy and claim real property other than the Property as their legal homestead.

Within this deed, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall refer to this entire deed and not to any particular paragraph or provision. Words importing persons as used in this deed shall include firms, associations, partnerships (including limited partnership), joint ventures, trusts, corporations, limited liability companies, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

Grantee joins in the execution hereof (i) to acknowledge Grantee's acceptance of the delivery of this deed and (ii) for any and all other lawful purposes.

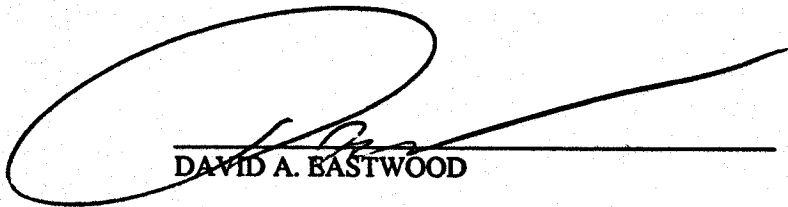


KENNY L. PITTS



JOHN RUSSELL McLAURIN

"Grantor"

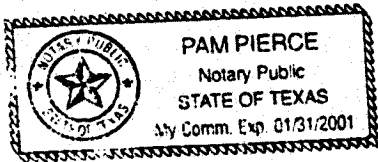
  
DAVID A. EASTWOOD


"Grantee"

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 23<sup>RD</sup> day of April, 1999, by KENNY L. PITTS.

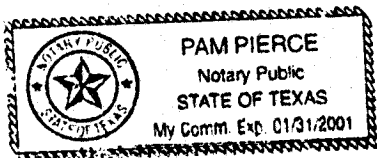


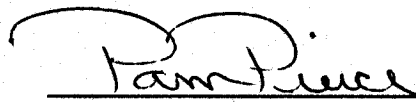
  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 23<sup>RD</sup> day of April, 1999, by JOHN RUSSELL McLAURIN.

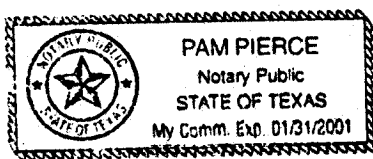


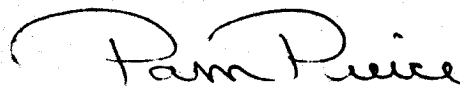
  
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 23<sup>RD</sup> day of April, 1999, by DAVID A. EASTWOOD.



  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

DAVID A. EASTWOOD  
800 Victoria  
Houston, Texas 77022

## FIELDNOTE DESCRIPTION

State of Texas

County of Trinity

Being 62.000 acres of land situated in the State of Texas, County of Trinity, a part of the John Williams Survey, A-641, and being out of the 549.044 acre tract described in deed to Kenny Pitts and John Russell McLaurin recorded in Volume 611, Page 389 of the Trinity County Official Records, and this 62.000 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set for the common corner between the herein described 62.000 acre tract and a 43.922 acre tract surveyed this date out of said Pitts and McLaurin 549.044 acre tract, located on the northeast line of said Pitts and McLaurin tract, same being the southwest right of way line of F. M. Highway No. 356 and the northeast right of way line of a 20 ft. wide utilities easement herein reserved, said iron rod bears S 42° 52' 17" E (Bearings for this survey are based on Texas State Plane Coordinate System, Central Zone, NAD 1927) 682.05 ft. from a concrete monument found for the north common corner between said Pitts and McLaurin tract and a 0.17 acre tract described in deed to Richard A. A. Roberts recorded in Volume 230, Page 364 of the Trinity County Deed Records;

Thence S 42° 52' 17" E 235.88 ft. along the northeast line of said Pitts and McLaurin tract, same being the southwest right of way line of said F. M. Highway No. 356 and the northeast right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod found marking the P.C. of a curve in said line;

Thence 311.41 ft. in a southeasterly direction along the northeast line of said Pitts and McLaurin tract, same being the southwest right of way line of said F. M. Highway No. 356 and the northeast right of way line of said 20 ft. wide utilities easement, in a curve to the left having a central angle of 03° 05' 33", the radius being 5,769.58 ft. and the chord bears S 44° 25' 04" E 311.37 ft. to an iron rod found at the intersection of said northeast line with the west right of way line of Barrett's Camp Road [a 60 ft. wide county maintained roadway];

Thence S 38° 53' 20" W 169.90 ft. along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 215.18 ft. in a southerly direction along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, in a curve to the left having a central angle of 47° 25' 10", the radius being 260.00 ft. and the chord bears S 15° 10' 45" W 209.09 ft. to a 1/2" iron rod set marking the P.T. of said curve;

Thence S 08° 31' 50" E 107.03 ft. along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 129.26 ft. in a southwesterly direction along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, in a curve to the right having a central angle of 87° 07' 42", the radius being 85.00 ft. and the chord bears S 35° 02' 01" W 117.16 ft. to a 1/2" iron rod set marking the P.T. of said curve;

Thence S 78° 35' 51" W 76.19 ft. along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 135.30 ft. in a southwesterly direction along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, in a curve to the left having a central angle of 55° 22' 13", the radius being 140.00 ft. and the chord bears S 50° 54' 45" W 130.09 ft. to a 1/2" iron rod set marking the P.T. of said curve;

Thence S 23° 13' 39" W 103.71 ft. along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 166.51 ft. in a southerly direction along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, in a curve to the left having a central angle of 48° 55' 27", the radius being 195.00 ft. and the chord bears S 01° 14' 05" E 161.50 ft. to a 1/2" iron rod set marking the P.T. of said curve;

Thence S 25° 41' 48" E 37.21 ft. along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 199.07 ft. in a southerly direction along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, in a curve to the right having a central angle of 30° 49' 35", the radius being 370.00 ft. and the chord bears S 10° 17' 01" E 196.68 ft. to a 1/2" iron rod set marking the P.T. of said curve;

Thence S 05° 07' 46" W 238.32 ft. along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 169.14 ft. in a southerly direction along the west right of way line of said Barrett's Camp Road, same being the east right of way line of said 20 ft. wide utilities easement, in a curve to the left having a central angle of 08° 51' 00", the radius being 1,095.00 ft. and the chord bears S 00° 42' 16" W 168.97 ft. to a 1/2" iron rod set for the southeast corner of the herein described 62.000 acre tract;

Thence S 72° 33' 00" W, at 20.58 ft. pass the west right of way line of said 20 ft. wide utilities easement, at 619.82 ft. pass the northeast right of way line of a called 15.53 acre flowage easement described as "Tract No. F-49" in Easement to Trinity River Authority of Texas recorded in Volume 180, Page 415 of the Trinity County Deed Records, and in all a total distance of 681.32 ft. to a 1/2" iron rod set for corner located on the common line between said Pitts and McLaurin 549.044 acre tract and a called 37.83 acre tract described as "Tract F-49" in deed to the Trinity River Authority of Texas recorded in Volume 180, Page 410 of the Trinity County Deed Records, same being the Lake Livingston Fee Take Line;

Thence along the common line between said Pitts and McLaurin 549.044 acre tract and said Trinity River Authority called 37.83 acre tract, same being the Lake Livingston Fee Take Line, as follows:

N 01° 14' 07" E	99.77 ft. to a 5/8" iron rod found for corner,
S 60° 59' 53" W	303.58 ft. to a 5/8" iron rod found for corner,
S 78° 43' 25" W	107.98 ft.,
N 77° 55' 00" W	108.04 ft.,
N 45° 24' 00" W	196.11 ft.,
N 72° 41' 00" W	201.75 ft.,
N 49° 56' 00" W	110.46 ft.,
N 11° 50' 00" W	157.98 ft.,
S 65° 48' 00" W	122.83 ft.,
N 28° 42' 00" W	187.83 ft.,
N 26° 23' 00" W	158.59 ft.,
N 12° 47' 00" E	96.73 ft. and
N 65° 17' 00" W	96.65 ft. to the south common corner between

the herein described 62.000 acre tract and said 43.922 acre tract;

Thence N 54° 59' 21" E, along the common line between the herein described 62.000 acre tract and said 43.922 acre tract, at 36.80 ft. pass a 1/2" iron rod set for reference, at 66.50 ft. pass the northeast right of way line of said Trinity River Authority called 15.53 acre flowage easement, at 2,339.56 ft. pass the southwest right of way line of said 20 ft. wide utilities easement, and in all a total distance of 2,359.75 ft. to the place of beginning and containing within these bounds 62.000 acres of land as depicted on a plat prepared by James R. Lowe, R.P.L.S. No. 4751, Texas, dated April 21, 1999.

There is reserved over the above described 62.000 acre tract a 20 ft. wide utilities easement lying southwest of, parallel and adjacent to the southwest right of way line of F. M. Highway No. 356 and west of, parallel and adjacent to the west right of way line of Barrett's Camp Road as described above.

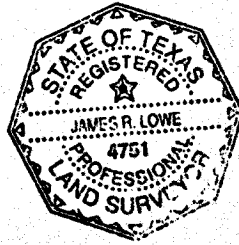
o Surveyor's Certificate o

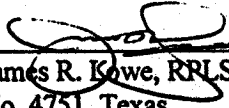
To the lienholders and/or the owner of the premises surveyed and to the title guaranty company:

The undersigned does hereby certify that the above description was prepared from a survey made the 21st day of April, 1999, on the ground of the property legally described herein and is correct, and that there are no discrepancies, conflicts or shortages in area and boundary lines, or any visible encroachments, or any overlapping of improvements, or any apparent easements or rights of way, except as shown on the plat accompanying this description, and that said property has access to and from a dedicated roadway as described herein.

Dated this the 21st day of April, 1999

Lowe Surveying & Mapping  
417 North Washington Avenue  
Livingston, Texas 77351  
Ph: 409/327-4296



  
James R. Lowe, RRLS  
No. 4751, Texas

Tract No. 1



## FIELDNOTE DESCRIPTION

State of Texas

County of Trinity

Being 43.922 acres of land situated in the State of Texas, County of Trinity, a part of the John Williams Survey, A-641, and being out of the 549.044 acre tract described in deed to Kenny Pitts and John Russell McLaurin recorded in Volume 611, Page 389 of the Trinity County Official Records, and this 43.922 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found for the common corner between said Pitts and McLaurin 549.044 acre tract, a 31.646 acre tract described in instrument to Joe David Jamieson recorded in Volume 8, Page 522 of the Trinity County Probate Minutes, a 0.8115 acre tract described in deed to Joe David Jamieson in deed recorded in Volume 263, Page 9 of the Trinity County Deed Records and a part of the 26.606 acre tract described "Parcel No. 2" in deed to Port Adventure Joint Venture recorded in Volume 382, Page 759 of said Official Records, located on the common survey line between said Williams Survey and the E. Tyler Survey, A-591, said point being the most northern corner of the herein described 43.922 acre tract;

Thence 756.38 ft. in a southeasterly direction along the north line of said Pitts and McLaurin tract, common in part with the south lines of said Port Adventure Joint Venture tract and the lands described in deed to Richard A. A. Roberts recorded in Volume 230, Page 364 of said Deed Records, in a curve to the right having a central angle of  $22^{\circ} 41' 23''$ , the radius being 1,910.00 ft. and the chord bears  $S 42^{\circ} 13' 46'' E$  (Bearings for this survey are based on Texas State Plane Coordinate System, Central Zone, NAD 1927) 751.45 ft. to a concrete monument found for the southeast corner of said Roberts tract and an interior corner of said Pitts and McLaurin tract;

Thence  $N 26^{\circ} 38' 10'' E$ , along the common line between said Pitts and McLaurin 549.044 acre tract and said Roberts tract, at 79.64 ft. pass the southwest right of way line of a 20 ft. wide utilities easement reserved over the herein described tract, and in all a total distance of 100.99 ft. to a concrete monument found for the north common corner between said tracts located on the southwest right of way line of F. M. Highway No 356, same being the northeast right of way line of said 20 ft. wide utilities easement;

Thence  $S 42^{\circ} 52' 17'' E$  682.05 ft. along the north line of said Pitts and McLaurin tract, same being the southwest right of way line of said F. M. Highway No. 356 and the northeast right of way line of said 20 ft. wide utilities easement, to a 1/2" iron rod set marking the north common corner between the herein described 43.922 acre tract and a 62.000 acre tract surveyed this date out of said Pitts and McLaurin tract;

Thence  $S 54^{\circ} 59' 21'' W$ , along the common line between the herein described 43.922 acre tract and said 62.000 acre tract, at 20.19 ft. pass the southwest right of way line of said 20 ft. wide utilities easement, at 2,293.25 ft. pass the northeast right of way line of a called 15.53 acre flowage easement described as "Tract No. F-49" in Easement recorded in Volume 180, Page 415 of the Trinity County Deed Records, at 2,322.95 ft. pass a 1/2" iron rod set for reference, and in all a total distance of 2,359.75 ft. to the south common corner between said tracts located on the common line between said Pitts and McLaurin 549.044 acre tract and a called 37.83 acre tract described as "Tract F-49" in deed to the Trinity River Authority of Texas recorded in Volume 180, Page 410 of the Trinity County Deed Records, same being the Lake Livingston Fee Take Line;

Thence  $N 21^{\circ} 08' 00'' W$  228.01 ft. and  $N 00^{\circ} 49' 53'' E$  180.09 ft. along the common line between said Pitts and McLaurin 549.044 acre tract and said Trinity River Authority called 37.83 acre tract, same being the Lake Livingston Fee Take Line, to the south common corner between said Pitts and McLaurin tract and said Jamieson 31.646 acre tract located on the common survey line between said Williams and Tyler Surveys;

Thence  $N 27^{\circ} 22' 40'' E$ , along the common line between said Pitts and McLaurin 549.044 acre tract and said Jamieson 31.343 acre tract, same being the common survey line between said Williams and

Tyler Surveys, at 50.00 ft. pass a 1/2" iron rod found for reference, at 508.76 ft. pass the northeast right of way line of said Trinity River Authority called 15.53 acre flowage easement, and continuing N 27° 22' 40" E, along the common line between said Pitts and McLaurin tract and said Jamieson tract, same being said common survey line, and in all a total distance of 2,170.20 ft. to the place of beginning and containing within these bounds 43.922 acres of land as depicted on a plat prepared by James R. Lowe, R.P.L.S. No. 4751, Texas, dated April 21, 1999.

There is reserved over the above described 43.922 acre tract a 20 ft. wide utilities easement lying southwest of, parallel and adjacent to the southwest right of way line of F. M. Highway No. 356 as described above.

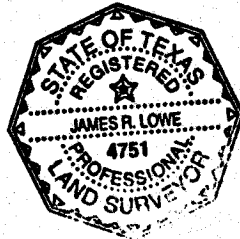
o Surveyor's Certificate o

To the lienholders and/or the owner of the premises surveyed and to the title guaranty company:

The undersigned does hereby certify that the above description was prepared from a survey made the 21st day of April, 1999, on the ground of the property legally described herein and is correct, and that there are no discrepancies, conflicts or shortages in area and boundary lines, or any visible encroachments, or any overlapping of improvements, or any apparent easements or rights of way, except as shown on the plat accompanying this description, and that said property has access to and from a dedicated roadway as described herein.

Dated this the 21st day of April, 1999

Lowe Surveying & Mapping  
417 North Washington Avenue  
Livingston, Texas 77351  
Ph: 409/327-4296



James R. Lowe  
James R. Lowe, R.P.L.S.  
No. 4751, Texas

Tract No. 2

STATE OF TEXAS }  
COUNTY OF TRINITY }

I, Diane McCrory Clerk of the County Court in and for said county, do hereby certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 30 day of APR, 1999, at 355 o'clock P M., and recorded the 30 day of APR, 1999, at 355 o'clock P M., in Official Record of said County in Vol. 620 on page 624 Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and the year last above written.



Diane McCrory  
County Clerk Court, Trinity County, Texas  
By Diane McCrory Deputy

**FILED**  
at 355 o'clock P M

**APR 30 1999**  
DIANE McCORRY  
COUNTY CLERK TRINITY CO., TEXAS  
By Diane McCrory Deputy