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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CASH WARRANTY DEED**Date:** July 22, 2005**Grantor:** WYNNE ELIZABETH WHITE ROUTT, a single person**Grantor's Mailing Address (including county):**

P.O. Box 340
Chappell Hill, Texas 77426
Washington County

Grantee: ALOHA RANCH LLC, a Texas Limited Liability Company**Grantee's Mailing Address (including county):**

P.O. Box 570117
Houston, Harris County, Texas
77257

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.**PROPERTY (including any improvements):**

All that certain tract or parcel of land, lying and being situated in Washington County, Texas, out of the Samuel Miller Survey, Abstract No. 86, containing 96.727 acres of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being a portion of the same property described in Deed dated August 9, 1988, executed by Perrin W. White, Independent Executor of the Estate of Hill P. White, Deceased and as Trustee of the Hill P. White Trust for Wynn Elizabeth White to Wynne Elizabeth White Routt, recorded in Volume 589, Page 431, Official Records of Washington County, Texas, together with (a) all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships, (b) all farm and ranch improvements, (c) all residential improvements, and (d) all farm and ranch accessories and residential accessories.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Overhead electric line, and any easement rights appurtenant thereto, as shown on survey dated May 27, 2005, prepared by John E. Pledger, III, R.P.L.S. No. 2183.
2. Any claim or right of adjoining property owner to that portion of the pond encroaching into above described property on the east side of the property, and subject to overflow from

Routt Deed
July 12, 2005

adjacent property and any consequences resulting there from, as shown on survey dated May 27, 2005, prepared by John E. Pledger, III, R.P.L.S. No. 2183.

Grantor herein for herself, her heirs, successors, and assigns, except from this conveyance and retain and reserve unto herself, her heirs, successors and assigns, all of the oil, gas and other minerals owned by Grantor, in and under and that may be produced from the lands hereinabove described; provided, however, in conducting operations of whatsoever nature with respect to the exploration for, exploitation of, mining and production, processing, transporting and marketing of oil, gas and other minerals from the Property or in connection with the conduct of other activities associated with Grantee's ownership of the oil, gas and mineral interests in the Property, Routt agrees not to use, enter upon, or occupy any portion of the surface of the Property and not to place any fixtures, equipment, buildings or structures thereon (such use, entry, occupancy and/or placement being sometimes referred to in this deed as "Surface Operations"); provided, however, nothing contained herein shall be construed or construed as waiving, releasing or relinquishing any right, title or interest of Routt in and to the oil, gas and other minerals in and under and that be produced from the Property. Additionally, this waiver of surface rights shall not be construed as a waiver of the right of Routt to exploit, explore for, develop, mine, or produce such oil, gas and/or other minerals with wells drilled on the surface of lands other than the Property, including, but not limited to, directional wells bottomed beneath or drilled through any part (other than the surface) of the Property in a good and workmanlike manner or by pooling Routt's oil, gas and mineral interests with lands adjoining the Property in accordance with the laws, statutes, rules, orders and regulations of the State of Texas. The term "other minerals" when used herein shall mean and include all oil, gas, liquid hydrocarbons, sulphur and all other minerals associated with the production of oil and gas by means of drilling wells, as well as coal, lignite, uranium and uranium bearing ores, and other minerals; provided, however, without surface operations of any kind. Grantor does hereby grant and convey to Grantee, its successors and assigns, 100% of all executive leasing rights relating to the Property and further, Grantee, its successors and assigns shall have full right and authority to execute all leases that call for any use of the surface of the Property. By way of clarification, Grantor does not reserve unto herself any water rights relating to the Property or any timber rights relating to the Property and Grantor hereby grants and conveys 100% of all water rights relating to the Property and 100% of all timber rights relating to the Property to Grantee, its successors and assigns.

Restrictions and Protective Covenants

The following covenants, restrictions and conditions shall apply to the Property conveyed hereby and shall be deemed a covenant to run with the land for the sole and exclusive benefit of that certain tract or tracts or land located adjacent to the Property and owned by Grantor on the date of this deed, and shall be binding on the Property until January 1, 2028, at which time these Restrictions and Protective Covenants shall automatically terminate and be of no further force or effect. Remedies for any breach of these covenants, conditions and restrictions shall be had by proceeding at law or in equity against any person or entity violating any of such covenants, restrictions or conditions, to restrain any such violation and/or to recover damages. Nothing contained herein shall be construed as to require Grantor to enforce any or all of the following covenants, conditions and restrictions in behalf of any other party.

1. The Property shall be used only for single family residential dwelling purposes and for limited agricultural uses including without limitation any uses which may qualify Grantee, its successors or assigns, for one or more agricultural exemptions relating to ad valorem or other taxes where an agricultural use exemption is permitted. No sand, gravel, earth or trees shall be removed permanently from the Property for commercial purposes. No commercial feedlots, poultry house(s), or swine shall be permitted on the Property.

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2. No structure of a temporary character shall be permitted upon the Property or any part thereof, no mobile homes, trailer homes, modular homes, manufactured homes, or the like shall be permitted on the Property.
3. No portion of the Property shall be used for the temporary or permanent storage of equipment, material, or vehicles, except such as may be used in direct connection with the construction, use and/or enjoyment of a single-family residential dwelling. No abandoned, junked, or wrecked vehicles or tractors shall be permitted to be stored on the Property.
4. No hunting shall be permitted on the Property and no firearms shall be used on any part of the Property except for the protection of the owner of the Property, such owner's property, other persons and/or animals from actual or suspected criminal activity, trespassing, predators and/or nuisance varmints including without limitation wild hogs.
5. The Property may be subdivided, but shall not be subdivided such that any subdivided parcel contains less than seventeen (17) acres.
6. No commercial or broadcast towers shall be permitted on the Property.
7. The construction and/or installation of any improvements on the Property, including without limitation, water wells, septic systems, and storage facilities shall be in full compliance with all governmental and regulatory rules and regulations governing the same.

In addition to the foregoing restrictive covenants, Grantor agrees as follows, all of which agreements shall be deemed to be agreements and covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns:

A. Grantor shall not permit any Surface Operations within one thousand (1,000) feet of any property line of the Property.

B. Notwithstanding anything contained herein or in any other document to the contrary, Grantee shall have the right to build a permanent barn-type or barn-design structure with living quarters on the Property.

C. A. Diane Williams and Grantee cannot be held personally liable for any matters that pertain to this transaction.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty set forth herein) 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 it to Grantee, Grantee's successors and assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty set forth herein.

When the context requires, singular nouns and pronouns include the plural.

Wynne Elizabeth White Routt
WYNNE ELIZABETH WHITE ROUTT

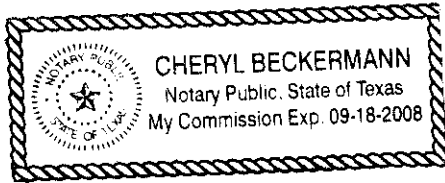
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on this the 20nd day of July, 2005, by
WYNNE ELIZABETH WHITE ROUTT.

Cheryl Beckermann
Notary Public, State of Texas



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EXHIBIT "A"

PLEDGER REUE AND ASSOCIATES

LAND SURVEYORS



**WYONE ELIZABETH WHITE ROLLET
96.727 ACRE TRACT**

ALL THAT TRACT OR PARCEL OF LAND situated in Washington County, Texas out of the Samuel Miller Survey A-86 and being a portion of the Second Property called 758.2 acres in a deed dated August 9, 1988 from Hill P. White Trust to Wyone Elizabeth White Rollet as recorded in Volume 589, Page 431 of the Official Records of Washington County, said 96.727 acre tract being more particularly described as follows:

BEGINNING at a found 1/2" iron pin lying in the North line of Meleak School Road marking the Southwest corner of the Robert M. Cutrer tract called 10.001 acres (1061/782 O.R.W.C.) and lower Southeast corner of this tract;

THENCE with the North line of Meleak School Road and the South line of this tract, N 87° 03' 16" W, 616.83 ft. to a found 1/2" iron pin for Southeast corner of the Douglas B. Campbell tract called 15.000 acres (1078/656 O.R.W.C.) and Southwest corner of this tract;

THENCE with the East line of the Campbell tract and the West line of this tract, North 1,181.24 ft. to a found 1/2" iron pin and fence corner for Northeast corner of the Campbell tract and angle point in the West line of this tract;

THENCE covering the original tract called 758.2 acres with the West line of this tract, N 04° 47' 26" E, 442.34 ft. to a set 1/2" iron pin for lower Northwest corner of this tract;

THENCE with the Northwest line of this tract, N 55° 02' 44" E, 761.40 ft. to a set 1/2" iron pin for interior corner;

THENCE with the West line of this tract, N 02° 48' 02" W, 1,390.09 ft. to a set 1/2" iron pin and N 01° 10' 41" E, 1,033.65 ft. to a set 1/2" iron pin for upper Northwest corner;

THENCE with the North line of this tract, N 76° 31' 56" E, 203.09 ft. to a set 1/2" iron pin and fence line angle and N 86° 45' 55" E, 17.68 ft. to a found 1/2" iron pin and fence corner for a Southwest corner of the Barone Land and Cattle, L.L.C. tract called 188.731 acres (1107/408 O.R.W.C.) and interior corner of the original tract called 758.2 acres;

THENCE with the South line of the Barone Land and Cattle, L.L.C. tract, also the North line of the original tract called 758.2 acres and this tract, S 89° 37' 33" E, 902.30 ft. to a set 1/2" iron pin and S 81° 17' 26" E, 144.36 ft. to a set 1/2" iron pin for interior corner of the Barone Land and Cattle, L.L.C. tract, also a Northeast corner of the original tract called 758.2 acres and this tract;

THENCE with the Northwest line of the Barone Land and Cattle, L.L.C. tract and the Southeast line of the original tract called 758.2 acres and this tract, S 48° 53' 49" W, 478.20 ft. to a set 1/2" iron pin for interior corner of the original tract called 758.2 acres and this tract;

THENCE continuing with the West line of the Barone Land and Cattle, L.L.C. tract, also the East line of the original tract called 758.2 acres and this tract,

- S 00° 28' 33" E, 1,377.59 ft. to a set 1/2" iron pin;
- S 01° 26' 34" W, 240.57 ft. to a set 1/2" iron pin;
- S 01° 01' 25" W, 274.26 ft. to a set 1/2" iron pin;
- S 01° 40' 19" W, 248.21 ft. to a set 1/2" iron pin;
- S 03° 50' 50" E, 50.13 ft. to a set 1/2" iron pin;
- S 02° 20' 45" E, 59.05 ft. to a set 1/2" iron pin;
- S 89° 53' 27" E, 9.76 ft. to a set 1/2" iron pin;
- S 00° 30' 58" E, 706.87 ft. to a set 1/2" iron pin and

S 00° 00' 36" W, 90.81 ft. to a found 1/2" iron pin for Northeast corner of the Cutrer tract called 10.001 acres and upper Southeast corner of this tract;

W.O. No. 15421
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RECORDER'S MEMORANDUM
ALL OR PART OF THE TEXT ON THIS PAGE
WAS BLURRED, DEFACED, CUT OFF OR NOT
LEGIBLE FOR SATISFACTORY RECORDATION.

EXHIBIT "A"

THENCE with the North line of the Cutrer tract and the South line of this tract, N 89° 10' 09" W, 914.68 ft. to a found 1/2" iron pin and fence corner for Northwest corner of the Cutrer tract and interior corner of this tract;

THENCE with the West line of the Cutrer tract and the East line of this tract, S 00° 00' 46" W, 1,201.75 ft. to the PLACE OF BEGINNING and containing 96.727 acres of land.

Surveyor Certification:

I, John E. Pledger, III, Registered Professional Land Surveyor, do hereby certify that the above description represents the results of an on the ground survey made under my direction and supervision on May 27, 2005, and that all corners are as shown hereon. There are no conflicts or protrusions apparent on the ground except as shown.

This survey was prepared without the benefit of a current title report which may indicate easements or other encumbrances of record not apparent on the ground.

Use of this survey for any other purposes or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom.

John E. Pledger, III
John E. Pledger, III
Registered Professional Land Surveyor No. 2183
May 27, 2005



FILED FOR RECORD
WASHINGTON COUNTY, TX.

05 JUL 25 PM 3:36

BETH A. ROTHERMEL
WASHINGTON CO. CLERK

RECORDER'S MEMORANDUM
ALL OR PART OF THE TEXT ON THIS PAGE
WAS BLURRED, DEFACED, CUT OFF OR NOT
LEGIBLE FOR SATISFACTORY RECORDATION.

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

JUL 26 2005

W.O. No. 15421
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Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

Project File Documents SURVEYS