

009-01-2103

GENERAL WARRANTY DEED

REAL PROPERTY RECORDS

8008224

STATE OF TEXAS        §  
                          §     KNOW ALL MEN BY THESE PRESENTS: THAT  
COUNTY OF MONTGOMERY §

FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas, and having an office at 4550 Dacoma, Suite 900, Houston, Texas 77092, and KING RANCH, INC., a Texas corporation, hereinafter called "Grantors", for a valuable consideration hereinafter stated paid and to be paid by TOM A. MARTIN, Trustee, P. O. Box 603, Porter, Texas 77365, hereinafter called "Grantee", have granted, sold and conveyed and do hereby grant, sell and convey, subject to the reservations, restrictions, conditions and provisions herein set forth, unto Grantee, his heirs and assigns, the surface estate in and to that certain parcel of land containing 73.066 acres, more or less, situated in the Beasley Prewett Survey, A-420, Montgomery County, Texas, described in Exhibit "A" attached hereto, made a part hereof and incorporated herein for all purposes.

This conveyance is made and accepted subject to:

(a) The exception and reservation by Grantors for themselves and their successors, assigns, and predecessors in title, in accordance with their respective interests of record, all oil, gas and other minerals in, on or under and that may be produced from the land conveyed hereby, but Grantors hereby release and relinquish their right to use the surface of said land for exploring and drilling for and producing and mining such minerals, reserving, however, the right to drill under and through the subsurface of said land below the depth of one hundred feet (100') by wells located on the surface of land outside the boundaries of the land conveyed hereby and the right to pool, unitize and/or combine said land with other land for the purpose of exploring and drilling for and producing and mining such minerals.

(b) All valid and subsisting easements and rights-of-way for pipelines, electric power, telephone and general utility purposes.

(c) The restrictions that for a period of twenty-five (25) years from the date hereof, no garbage dump or disposal area shall be located or permitted on the land and no commercial gravel mining or excavation area shall be opened or permitted thereon, which restrictions shall constitute covenants running with the land for the benefit of Grantors and is binding on Grantee and the heirs and assigns of Grantee during the term hereof.

The consideration for this conveyance is the sum of Ten Dollars (\$10.00) and other valuable considerations in cash paid by Grantee, the receipt of which is hereby acknowledged by Grantors, and the sum of Ninety-Seven Thousand, Two Hundred Sixty-Nine and 11/100 Dollars (\$97,269.11) to be paid in accordance with one (1) certain Promissory Note of even date herewith executed and delivered by Grantee to Grantors, payable to the order of Grantors in Houston, Texas, in installments and with interest as provided therein, and the vendor's lien and superior title are hereby reserved and retained by Grantors against the land conveyed hereby to secure payment of said note, when and whereupon this deed shall become absolute. The payment of said note is secured also by a Deed of Trust of even date herewith covering the land conveyed hereby from Grantee to Wayne Warnock, Trustee.

Grantors hereby agree to release certain acreage from the aforesaid liens securing payment of the Promissory Note in accordance with the terms, provisions and conditions set out in that certain Letter Agreement of even date herewith between Grantors and Grantee.

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As additional security for the payment of said note, Grantee shall not cut or remove timber from the land conveyed herein without the written consent of Grantors until payment in full of the aforesaid Promissory Note (as to both principal and interest) and release of the liens securing the payment of same. If Grantors give such consent to Grantee, the proceeds of the sale of such timber cut shall be paid to Grantors by Grantee for application first to the interest and then to the extent of any excess to the next maturing installment or installments of the above described Promissory Note. This covenant shall run with the land for the benefit of the Grantors and is binding upon Grantee and the heirs and assigns of Grantee during the term thereof.

TO HAVE AND TO HOLD the land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, his heirs and assigns, forever, subject to the reservations, restrictions, conditions and provisions hereof, and subject thereto, Grantors hereby bind themselves and their successors and assigns to warrant and forever defend all and singular the said land and premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the year 1980 have been prorated between Grantors and Grantee as of the date hereof, and Grantee assumes and agrees to pay the same.

EXECUTED this the 7<sup>th</sup> day of MARCH, 1980.

FRIENDSWOOD DEVELOPMENT COMPANY  
Acting Herein for Itself and for  
KING RANCH, INC.



B. O. Sien  
Secretary

By [Signature]  
Vice President

O K CEL  
FORMS  
O K  
TRANS. [Signature]  
O K  
CNTRL. [Signature]

ACCEPTED AND AGREED TO:

[Signature]  
TOM A. MARTIN, Trustee

009-01-2105

STATE OF TEXAS  
COUNTY OF ~~HARRIS~~  
Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BYRD, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said FRIENDSWOOD DEVELOPMENT COMPANY, which company acted in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7<sup>th</sup> day of March, 1980.



Dorothy V. Talley  
Notary Public in and for  
Harris County, Texas  
DOROTHY V. TALLEY  
Notary Public in and for Harris County, Texas  
My Commission Expires 3-20-80

STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority on this day personally appeared TOM A. MARTIN, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7<sup>th</sup> day of MARCH, 1980.



Halls Wealy  
Notary Public in and for  
Montgomery County, Texas

009-01-2106

BEING 73.066 acres of land in the Beasley Prewett Survey, A-420, Montgomery County, Texas, and being a part of King Ranch Inc. et al 908.859 acre tract No. 36 by deed recorded in Vol. 653, Page 425, M.C.D.R., said 73.066 acres being described as follows;

BEGINNING at a  $\frac{1}{2}$ " iron rod at fence corner found marking the S.W. Corner of former Freeman 9.95 acres recorded in Vol. 128, Page 280, M.C.D.R., same being an inside corner of above mentioned 908.859 acre tract No. 36;

THENCE N.  $88^{\circ}13'35''$  W. for a distance of 2462.92 feet to a  $\frac{1}{2}$ " iron rod set for S.W. Corner of this tract, same being S.E. Corner of an 80.556 acre tract;

THENCE N.  $01^{\circ}46'25''$  E. along the east line of 80.556 acres for a distance of 1013.52 feet to a fence corner for its N.E. Corner and S.E. Corner of a 3.92 acre tract recorded in Vol. 492, Page 396, M.C.D.R.;

THENCE N.  $01^{\circ}04'48''$  E. along east line of said 3.92 acres for a distance of 621.92 feet to a fence post for corner;

THENCE S.  $89^{\circ}28'46''$  E. for a distance of 898.74 feet to a  $\frac{1}{2}$ " iron rod found marking the S.E. Corner of a 4.81 acre tract recorded in Vol. 283, Page 525, M.C.D.R., in the west line of a 8.8 acre tract recorded in Vol. 601, Page 936, M.C.D.R.;

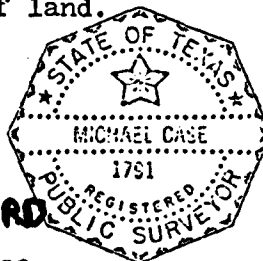
THENCE S.  $00^{\circ}11'22''$  W. along west line of said 8.8 acres for a distance of 461.96 feet to a X-tie for its S.W. Corner;

THENCE S.  $89^{\circ}11'46''$  E. for a distance of 986.52 feet to a X-tie fence post for corner;

THENCE S.  $01^{\circ}07'33''$  W. for a distance of 312.27 feet to a  $\frac{1}{2}$ " iron pipe for corner from whence a 16" red Oak mkd x brs north 20.5 feet and a 23" Pin Oak mkd x brs S.  $15^{\circ}$  E., 31.5 feet;

THENCE S.  $89^{\circ}42'44''$  E. for a distance of 551.99 feet to  $\frac{1}{2}$ " iron rod marking N.W. Corner of Freeman 9.95 acre tract;

THENCE S.  $00^{\circ}40'41''$  W. along west line of said 9.95 acres for a distance of 912.20 feet to point of beginning and containing 73.066 acres of land.



*Michael Case*  
Michael Case  
Reg. Public Surveyor #1791

FILED FOR RECORD

1980 MAR -7 PM 2:29

*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

Initialed to identify for FDC <i>[Signature]</i>
Initialed to identify for Grantee <i>[Signature]</i>

EXHIBIT "A"

To

Deed dated MARCH 7, 1980 from Friendswood  
Development Company and King Ranch, Inc., to  
Tom A. Martin, Trustee

009-01-2107

STATE OF TEXAS  
COUNTY OF MONTGOMERY )  
I hereby certify that this instrument was filed  
in File Number Sequence on the date and at the  
time stamped hereon by me, and was duly RECORDED,  
in the official Public Records of Real Property of  
Montgomery County, Texas

MAR 7 1980



*Roy Harris*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS