

**RESTRICTIVE COVENANT AGREEMENT
FOR 1996**

ROLLING CREEK SUBDIVISION

THE STATE OF TEXAS
COUNTY OF WASHINGTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS **B & M LAND AND CATTLE COMPANY PARTNERSHIP**, a Texas general partnership, (herein called "Developer"), acting herein by and through its general partners, **MAX BARANOWSKI, JR.**, and **BARBARA BARANOWSKI**, is the owner of **ROLLING CREEK SUBDIVISION**, a subdivision of the surface estate only of approximately 251.242 acres, more or less, out of and a part of the Henry Cheves Survey (A-23) of Washington County, Texas and the Henry Cheves Survey (A-25) of Austin County, Texas; all as more fully described herein;

AND WHEREAS the Developer deems it beneficial to the use, occupancy and value of the properties comprising the Subdivision to impose a common plan and scheme of Restrictive Covenants applicable thereto, so that there exists a uniform plan for the improvement and development of the Subdivision and, to that end, the Developer desires to and does hereby impress and impose upon the lands comprising the Subdivision a universal and mutual scheme of restrictive covenants, each of which covenants shall run with the land and shall bind the Developer and each and all persons now and hereafter owning or claiming any interest in the Subdivision, or any part thereof, for the period hereafter specified; such covenants constituting reciprocal negative easements upon the subject property, and which said Restrictive Covenants shall inure to the benefit of and be enforceable by the Developer and each Owner of property in the Subdivision; all of whom and their respective heirs, successors and assigns are bound by these covenants and restrictions.

NOW, THEREFORE, to effect such ends, and in consideration of the covenants, agreements, restrictions and reciprocal negative easements herein set forth, the Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, restrictions and limitations (collectively, the "Restrictive Covenants") governing the conveyance, use, condition, improvement and occupancy of all of the lands contained within the Subdivision and each contact, deed and all other instruments which may be hereafter executed with regard to any of the tracts located in the Subdivision; and each and all of the same shall be conclusively deemed to have been executed, delivered and accepted subject to the Restrictive Covenants and other provisions contained herein (regardless of whether or not the same are set out in full or by reference in said instrument), to-wit:

i.

DEFINITIONS

1.01 Owners. "Owner" or "Owners" as used herein shall refer to:

- (a) The undersigned Developer and each and all persons who may now or hereafter be a record owner of any estate, interest or title in and to any portion of the surface estate of the lands contained within the Subdivision;
- (b) Any owner of any estate, interest or title to any subject property who shall later join in the execution of these covenants by later instrument, either adopting, ratifying, confirming, taking subject to or accepting the mutual and universal scheme of restrictive covenants created herein and imposing same upon properties owned by such party, including but not limited to any document which constitutes a counterpart of this restrictive covenant agreement or refers to or incorporates this restrictive covenant agreement by reference; and,
- (c) All persons claiming any right, title or interest in a subject property by, through or under an Owner who has joined in execution of this instrument, or who has ratified or adopted such restrictions by later instrument, as aforesaid, and the heirs, assigns, executors, administrators and successors of such an owner.

1.02 Subject Property. The terms "lot", "Subject Property", "subject property" and "**ROLLING CREEK SUBDIVISION**", as used herein, shall mean and refer to the surface estate only of all that certain tract or parcel of land containing approximately 251.242 acres,

more or less, out of and a part of the Henry Cheves Survey (A-23) of Washington County, Texas and the Henry Cheves Survey (A-25) of Austin County, Texas, more fully described in Exhibit "A" attached hereto and hereby incorporated herein by reference for all purposes; and to each and every subdivision, modification, partition or redesignation of a Subject Property as may be permitted herein.

1.03 Subdivision. "Subdivision" as used herein refers to the aggregate of all of the Subject Property, meaning the entirety of the ROLLING CREEK SUBDIVISION, and each part thereof.

1.04 Plat. "Plat" as used herein shall mean and refer to each survey drawing or plat of the subject property and of each and every subdivision, modification, partition or redesignation of a Subject Property as may be permitted herein.

II.

SET BACKS, EASEMENTS, ARCHITECTURAL CONTROL, ETC.

2.01 Set-Back Lines. Subject to the right to consolidate two or more adjoining platted lots as provided in Paragraph 3.02 hereof, no residence, building or structure of any type shall be located on any lot nearer than twenty-five feet (25') to the common street lot line except lots which have building site limitations due to lot size, drainage or flooding in which event the ACC (as defined hereinafter in Paragraph 2.10) may grant a variance based upon such limitation. No other building, i.e., servant's quarters, detached garages, barns sheds and other outbuildings shall be located nearer to the front of the lot than the Residence. No building or permanent structure of any kind shall be located on any lot nearer than fifteen feet (15') to the side or rear lot lines, flood hazard boundary of any lot which extends to such flood hazard.

2.02 Improvements. No building or other improvements including without limitation, home, garage, covered patio, barn, shed, storage building, yard fences and outdoor lighting, shall be commenced, constructed, erected, or placed on any lot nor shall exterior additions and alterations therein be made, unless and until [i] a preliminary site plan showing work to be done is submitted in writing to the ACC, as herein defined, and [ii] the final working plans and specifications as to the nature, kind, shape, height, materials, location and exterior color schemes have been approved in writing by the ACC. The ACC shall have the right, free of charge, to retain one (1) copy of the final working plans and specifications. In the event the ACC fails to approve or disapprove the preliminary site plan within thirty (30) days after they have been submitted to the ACC for approval, approval thereof shall not be required and the provisions of this Paragraph shall be deemed to have been fully satisfied. Where any lot owner has neglected to submit preliminary and/or final working plans and specifications for approval, failure of the ACC to exercise the powers granted by this provision shall never be deemed a waiver of the right to do so either before or after a building or other improvement on any lot, or any exterior addition to or alteration thereof, has been completed.

All residences must include a carport or an enclosed garage (minimum of two car) of an architectural style similar to the residence. Side entry and rear entry carports and garages are encouraged. The garage or carport must be of the same architectural motif as the residence material which must be approved by the ACC.

Without prior written approval of the ACC, no exterior television or radio antennae of any sort shall be placed, allowed, or maintained upon any portion of the exterior of the improvements to be located upon any lot; provided however, a small satellite dish or roof mounted television antenna system which is no more than ten feet (10') above the peak of the roofing or the above the height of a standard chimney may be placed upon the Residence.

2.03 Minimum Square Footage. Any residence constructed in the Subdivision shall be new construction with the exception of such decorative accessories as are customarily used by builders in the construction of new residences. All residences shall contain not less than two thousand (2000) square feet of living area (with not less than one thousand eight hundred (1,800) square feet of living area on the ground floor, exclusive of porches, breezeways, patios and garage). The width of each home must be at least sixty feet (60'), excluding a garage. Orientation of the residence on a lot shall be such that the elevation facing the road frontage of the lot must not appear to be the rear elevation. It is permissible for the residence to be situated on a lot in such a manner as to take advantage of the view afforded by the lot as long as it does not violate this requirement. When architectural design and placement on a lot dictate orientation to be other than the front of the house facing the road frontage, approval must be obtained from the ACC.

Any permitted servant's quarters and "mother-in-law" home must contain at total area of not less than 1,000 square feet of covered and enclosed living area on the ground floor, excluding porches, garages, patios, and the like.

2.04 Reasonable Construction Period. All exterior improvements, including residences, garages, barns, outdoor lighting and mailboxes must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences or other structures is nine (9) months from the date the slab or foundation is poured or installed.

2.05 Fences. No owner of a lot shall be required to fence; however, in the event an owner of a lot chooses to fence his property, the following provisions shall apply:

- (a) Perimeter fencing and cross fencing. All perimeter fencing and cross fencing, excluding Yard Fencing as defined below, shall be constructed and maintained in a good and workmanlike manner. Such fencing shall be constructed of materials of the lot owner's choosing. Provided, however, in no event shall such fencing consist of razor wire, hurricane or chainlink materials or be constructed in a "game proof" manner.
- (b) Yard fencing, shall be deemed to be any fencing in close proximity to a residence which encircles are partially encircles the yard of a residence. Yard fencing which is visible from the main road shall not be constructed of hurricane or chainlink materials.

2.06 Utility Easements. Easements for constructing, maintaining, and repairing a system for light and power, telephone, and telegraph service to the Subdivision and the inhabitants thereof, for the purposes incident to the development and use of said Subdivision as a suburban community are reserved as shown in the Plat. To the extent preexisting utility

infrastructure is present on any lot, the owner of such lot may, with the consent of the utility provider, relocate the same upon and across such lot.

2.07 Entries, etc. All entries, driveways, sidewalks, circle driveways, etc. which cross drainage ways will be across an approved culvert as determined by Washington County, Texas, or other appropriate governmental authority, and each Owner shall be responsible for obtaining his or her own permission, permits and other required approvals for entry ways from any and all governing bodies having jurisdiction thereof. No owner may disturb the drainage or water flow of the Subdivision blocking or impeding it in any manner. Furthermore, it is the lot Owner's responsibility to maintain and keep clean the drainage ways and culverts associated with his lot.

2.08 Plat Controlling. All set backs, easements, building lines and other similar and dissimilar requirements, rules and restrictions shown on, described on, or depicted by the Plat are hereby incorporated herein by reference for all purposes. In the event of any conflict between the terms of this Restrictive Covenant Agreement and the Plat, the provisions and terms contained in the Plat shall be controlling.

2.09 Reservation of Easements, etc. All easements, accessways and rights of way shown on the Plat or otherwise are hereby reserved and confirmed for the use and benefit of the Developer and the Owners, and their respective heirs, successors and assigns.

2.10 Architectural Control Committee. The Architectural Control Committee (herein the "ACC") shall operate under the provisions of these Restrictive Covenants and shall be responsible for review of all plans for any improvement or action within the Subdivision which is subject to these Restrictive Covenants. The ACC shall also be responsible for monitoring compliance with all of the provisions of these Restrictive Covenants and may institute any action required to bring about compliance herewith.

The ACC shall be composed of up to three (3) members appointed by Developer. The initial ACC members shall be Max Baranowski, Jr., Barbara Baranowski and Randy Hodde. Any member(s) of the ACC may be removed or resign and a new member(s) may be appointed in the event of such removal, death, or resignation of any member of the ACC by majority vote of the Committee. Any changes in the membership of the ACC shall be set forth in a recordable instrument and filed of record in the Official Records of Washington County. A successor to a member of the ACC shall have all of the powers of the member he replaces. A majority of the ACC may designate a representative to act for it and to perform any function which the ACC as a whole could perform; provided however, that the appointment or removal by the ACC of such a representative shall be by instrument in writing which shall be filed of record in the Official Records of Washington County, Texas. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. The ACC's approval of plans and specifications shall be in writing and shall be signed by at least two (2) members of the ACC or by the duly designated representative of the ACC.

The ACC, as well as other owners of lots in the Subdivision, shall further have the authority to enforce any and all of the covenants and conditions set forth in these Restrictive Covenants against any person or persons violating or attempting to violate the same, and in furtherance of the foregoing, and not by the way of limitation, the ACC may institute

proceedings at law or in equity to restrain violation of these Restrictive Covenants and to recover damages for the breach of violation thereof and attorney's fees in connection with the enforcement of these Restrictive Covenants.

No member of the ACC, nor their heirs, successors or assigns shall be liable in damages to anyone submitting plans for approval, or to the owner or lessee of any interest in the land affected by these Restrictive Covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or in connection with consenting or failing to consent, approving or failing to approve any matter with respect to which the ACC may have authority under the terms hereof. Every person who submits plans to the ACC for approval agrees, by submission of such plans, and every owner or lessee of any interest in the land affected by these Restrictive Covenants agrees, by acquiring title thereto, or a leasehold interest therein, that he will not bring any action of suit against the ACC, or any member of the ACC, their respective heirs, successors or assigns, to recover any such damages. The ACC, in the sole discretion of the ACC, may approve or disapprove any plan submitted and this decision is final for whatever reason. Although reason(s) for disapproval shall be stated, they may approve only in part, conditionally approve, or reject. So long as the plans and specifications for proposed building improvements are generally in accord with the motif and design, approval thereof shall not be unreasonably withheld.

III.

RESIDENTIAL USE ONLY

3.01 Residential Purposes. Except as herein expressly provided to the contrary, every Subject Property located within the Subdivision shall be used for single family residential purposes only, and no building or structure shall be erected, altered, or placed on any Subject Property other than one detached single family dwelling not to exceed two stories in height, a private garage for automobiles and equipment of the occupant, and barns and such other similar outbuildings permitted herein as may be suitable for use in connection with a residence in a rural environment.

The term "Residential Purposes" and/or "Residence" as used herein:

- (a) Shall mean that no Owner of a lot shall occupy or use his lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the owner, his family, guests, and tenants, and no retail or commercial use shall be made of the same, or any portion thereof. Provided, however, that Developer and her designated assignees may use one or more lots, or the homes situated thereon as furnished models.

Notwithstanding the foregoing, an Owner may use his home for his own private, professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the intent of the Developer to have an primarily and essentially residential community. This exception to strictly residential use shall be narrowly defined and strictly enforced. In no way shall a use which requires repair, production or

manufacturing of any item or has any visibility or noise whatsoever evident from the exterior of the home be permitted.

- (b) Shall mean that farm animals and domestic pets are permitted within the limitations set forth herein; but nothing herein contained shall ever be construed so as to permit the keeping of animals and pets where such keeping (1) is or may become a nuisance or obnoxious to the occupants of neighboring property, or (2) is or may become a hazard to the health, welfare and well-being of the property owners in the subdivision. All animals are to be kept penned and/or pastured and their habitation kept clean and odorless. Commercial breeding and/or feeding operations are prohibited. Shelters and pens are to be kept within the designated building set back lines and will not be constructed between a main residence and roadway.

The number of animal units will be limited to the following: [a] large animal, (horse, cow, etc.) — one (1) per two (2) acres, excluding one (1) animal unit per acre for residence; and, [b] small animal (sheep, goat, etc.) — two (2) animal units per acre excluding one (1) acre for residence. One (1) animal unit is defined as a mother and her unweaned offspring. Poultry and pork are permitted for personal consumption and/or bona-fide FFA or 4H projects and are limited to two (2) fowl per acre and two (2) piglets per lot (as originally platted). Animals raised for personal consumption of meat, milk or eggs will be subject to the animal unit limitation per acre. Guinea fowl, peacocks and other noisy fowl are prohibited. Pets shall not be permitted to roam freely. At all times, owners of dogs and cats must be able to exhibit current rabies vaccination documentation from a licensed veterinarian.

- (c) Shall mean that all exterior improvements, including residences, garages, barns, outdoor lighting and mailboxes must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residences or other structures is nine (9) months from the date the slab or foundation is poured or installed.

- (d) Shall mean that no barn nor any other outbuilding shall be larger (in square footage of covered area) than one hundred fifty percent (150%) of the footprint of the primary residence dwelling located on such subject property

- (e) Shall mean that all fencing shall be maintained in a neat repaired manner.

3.02 One Residence Combining of Lots. Except as set out below regarding ancillary servants quarters and "mother-in-law" homes, only one residence shall be constructed or permitted to exist on each Subject Property. However, in addition to the primary residence, it shall be permissible for outbuildings located on a Subject Property to be used for occupancy by domestic servants employed upon that Subject Property ("servant's quarters"), and detached or ancillary "mother-in-law" homes are also permitted. No duplexes or other multi-family structures shall be permitted on any Subject Property.

Any person owning two or more adjoining platted lots or tracts may consolidate such lots into a building site, with the privilege of constructing improvements thereon in

accordance with the terms hereof, and all set backs and related rules shall be construed as if the combined lots were a single lot within the Subdivision. Such Owner owning two or more adjoining lots may file a notice in the Official Records of Washington County, Texas (and/or Austin County, Texas, as the case may be), of such intent to consolidate, and in that case, the easements reserved hereby will only apply to the perimeter of the combined lots. Provided however, in the event there are any existing drainage facilities or utility infrastructure affecting the interior lot lines between the combined lots, the consolidating owner, must relocate the same to the perimeter at the sole cost and expense of such owner.

3.03 Temporary Structures & Other Non-Permitted Structures. No mobile home, manufactured home or manufactured housing, camper, motor home, travel trailer, boat, car, bus, boxcar, structure of a temporary character, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; nor, shall any used residence or other used structure be moved onto any lot. Servant's quarters or an ancillary guest house may be used as a temporary residence for up to one year while the main residence is under construction. During the development and sales period of the lots, the Developer may erect and maintain such structures as is customary in connection with such development and sale of such lots, including, but without limitation, a business office, storage areas, construction yards, signs, model units, and sales offices. This provision shall not operate or be construed to prohibit the incorporation of servant's quarters or a guest house as a part of a barn which is otherwise constructed in accordance with these restrictions.

3.04 Sewage. All residences constructed in the Subdivision shall have inside toilets and inside plumbing attached to septic tanks or other sewage or waste disposal systems approved by an appropriate governmental entity prior to connection thereto. There shall be no cesspools in the Subdivision and no drainage of sewage waste of any type into ditches, lakes, or roads. Each lot owner shall install and maintain his/her own private septic system in accordance with all government regulations.

3.05 Lakes, Ponds, etc. Individual ponds may be constructed on a subject property so long as they are maintained, do not become stagnant or such as may foster the breeding of mosquitos, and do not interfere with the existing or planned drainage of the Subdivision. No dam or lake may be constructed which results in the impounding of water on an adjoining Owner's property unless consented to in writing by the adjoining land Owner; such consent shall be placed of record in the real property records of Washington County, Texas. This later provision shall operate to permit two or more adjoining Owners, by mutual consent, to construct a pond or lake which lies partially on multiple tracts of land. To the extent that any lot currently has an existing pond(s), all maintenance requirements contained herein apply.

IV.

RESUBDIVISION

4.01 Resubdivision. Except for the Developer, no owner of a Subject Property shall be entitled to re-subdivide the same into smaller lots or parcels without the express prior written consent of all of the then surface Owners of the Subdivision being first obtained (which such consent need not be given). In the unlikely event that the written consent of

100% of the non-developer owners of the Subdivision is obtained, then each lot so properly subdivided shall be a Subject Property under the terms hereof.

V.

OTHER GENERAL USAGE RESTRICTIONS

5.01 Noxious, Illegal or Offensive Activities. No activities which violate any rule, regulation or law of any governing body having jurisdiction shall be permitted on any Subject Property, nor shall anything be done or maintained thereon which may be or may become a nuisance. Each Owner or occupant of a Subject Property shall keep the Subject Property clean and free of trash, automobile and machinery salvage, and shall maintain improvements in a reasonably good state of repair. No obnoxious or offensive activity may be carried on or conducted in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

5.02 Obstruction of Streets, Etc. No building material of any kind or character shall be placed in the streets, it being expressly understood and agreed that all building materials to be used in the construction of buildings in the Subdivision shall be placed within the property lines of the Subject Property on which the delivery is made.

5.03 Signs. No signs, billboards, posters, or other advertising devices of any kind shall ever be erected on any Subject Property in the Subdivision except a "For Sale" sign which shall be dignified and in keeping with the attractiveness of the Subdivision and shall be kept well painted and maintained. This provision shall not apply to nor operate to prohibit the display of small signs evidencing support for a political candidate for a reasonable period of time prior to an election.

5.04 Dumping & Trash Containers. No trash, ashes, garbage, or other refuse may be thrown or dumped on any Subject Property in the Subdivision. No Subject Property shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

All trash containers, dumpsters or any other object or receptacle holding or storing trash must be kept out of site of all public or private roads surrounding or going through the Subject Property. Storing or placing containers, dumpsters or any other object or receptacle holding or storing trash at or near the near the road frontage is strictly prohibited. Movable trash containers may be put at the entrance of a lot near the road the night before or morning of a scheduled trash pickup day by a hired garbage company. Any movable containers shall be removed from the road area the same day of trash pickup.

5.05 Mowing. Grass and weeds on each Subject Property must be kept mowed at regular intervals or as may be necessary to maintain the same in a neat and attractive manner.

5.06 Storage and Repair of Vehicles and Related Matters. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or in areas visible from the street or adjoining properties. No boat, luggage trailer, travel trailer, cattle trailer, or any other trailer, or motor home is to be parked on any tract for more than seven (7) days unless said trailer is stored in an enclosed garage, barn, carport or

designated storage area behind the house, or out of sight from the road and adjoining property owners.

5.07 Swimming Pools. Any swimming pool placed on a lot shall be completely enclosed by a yard fence built in compliance with Section 2.05. Provided, however, that no above ground pool, other than a temporary toddler's pool, no taller than 18 inches, shall be placed on lot unless completely enclosed by a privacy fence.

VI.

ENFORCEMENT, AMENDMENT, AND TERMINATION

6.01 Enforcement. All Owners of a Subject Property within the Subdivision each have the right and power (but not the duty) to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Restrictive Covenant Agreement. Failure to enforce or to seek enforcement of any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 Binding Nature. The grants, rights, covenants, conditions, and restrictions contained in this Restrictive Covenant Agreement shall run with and bind the land, and shall inure to the benefit of, and be binding upon the Owners of each Subject Property and their respective legal representatives, heirs, successors, and assigns.

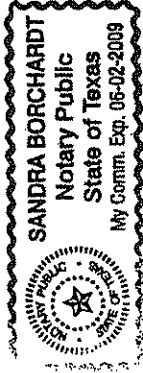
6.03 Term. Unless amended as provided herein, this Restrictive Covenant Agreement shall be effective for a term of thirty (30) years from the date that this Restrictive Covenant Agreement is placed of record in the Property Records of Washington County, Texas, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or terminated as hereinafter set forth.

6.04 Amendment/Termination. Except as provided in 8.05 hereof, this Restrictive Covenant Agreement may be amended or terminated at any time only by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the lots and parcels of land comprising the Subdivision at the time of filing such instrument with the County Clerk of Washington County, Texas. No amendment or termination hereof shall be effective, however, until recorded in the Official Records of Washington County, Texas. Any such amendment or termination shall make specific reference to this Restrictive Covenant Agreement.

6.05 Amendment by Developer. For so long as the Developer is an Owner in the Subdivision, the Developer shall have and reserves the right any time and from time to time, without the joinder or consent of any other party, to amend these Restrictive Covenants by any instrument in writing duly signed, acknowledged, and filed of record in the Official Records of Washington County, Texas for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein.

THE STATE OF TEXAS 5323
COUNTY OF Brewers

THIS INSTRUMENT was acknowledged before me on this 8th day of April 2008, by BARBARA BARANOWSKI, as general partner of B & M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership.



Sandra Borchardt
Notary Public, State of Texas

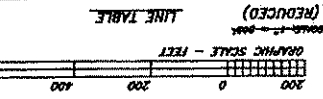
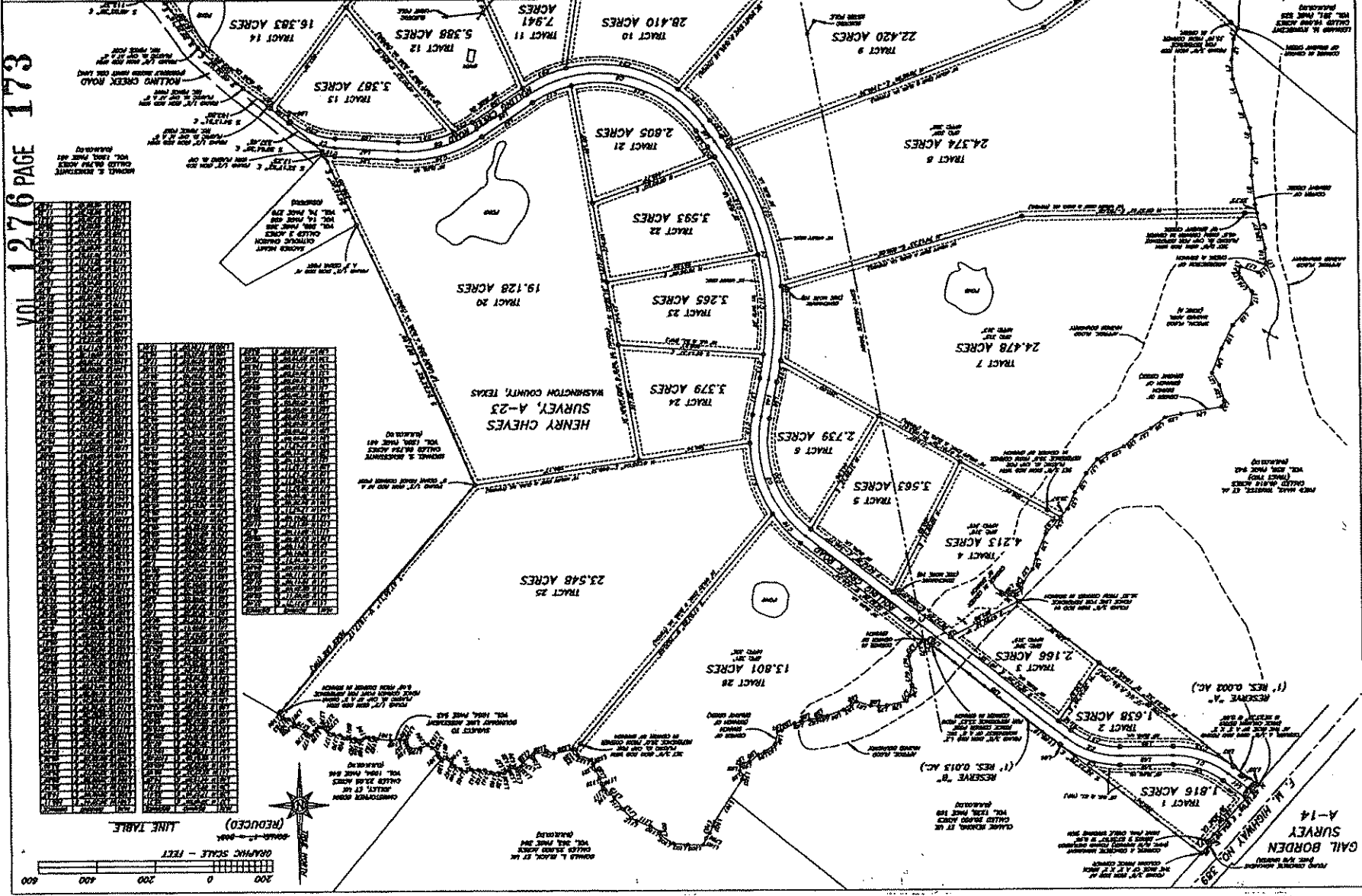
Professional Land Surveying
 603 S. Ross Road, Houston, Texas 77058
 713-261-1111
 www.hodda.com

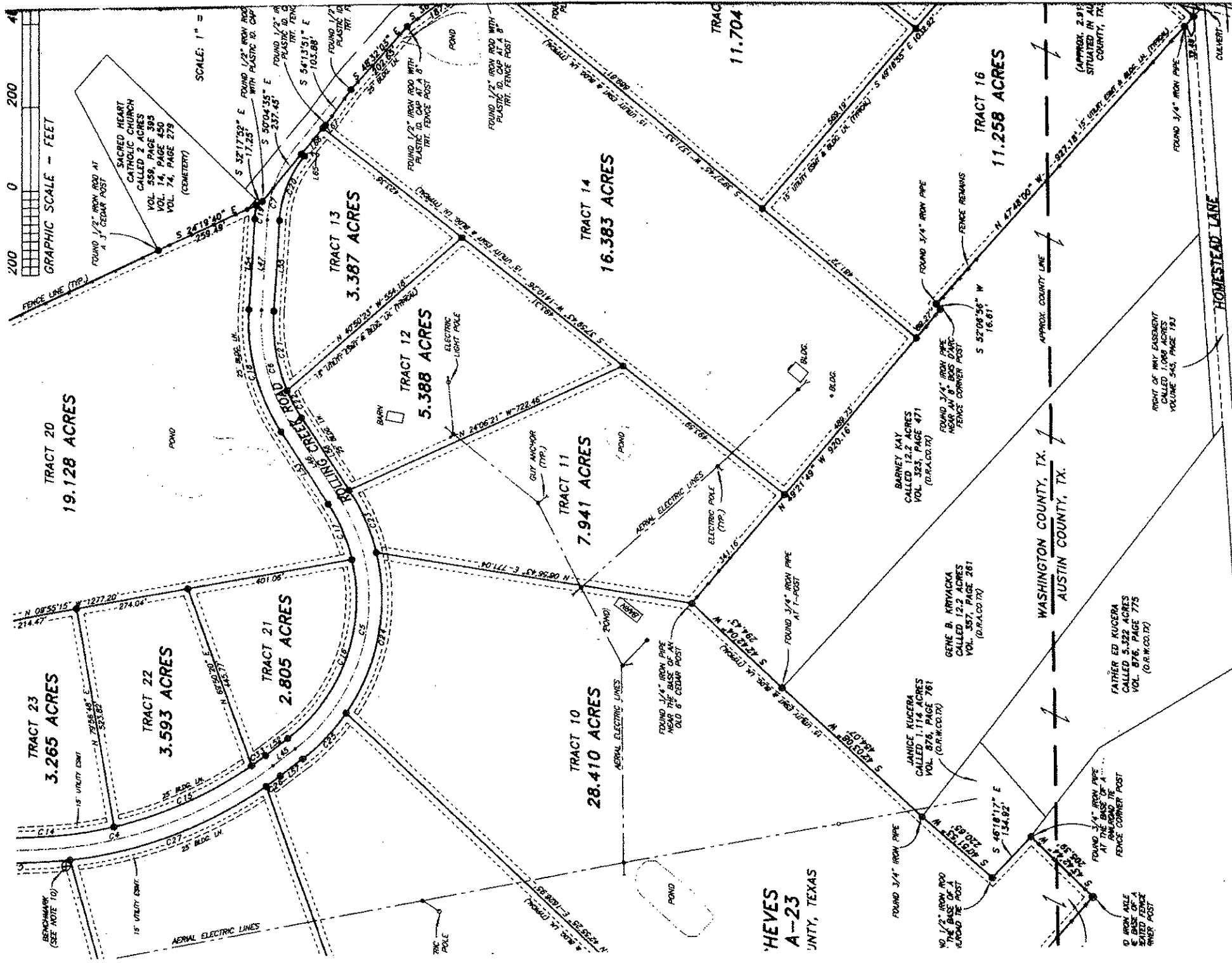
ROLLING CREEK SUBDIVISION
 (EXHIBIT "A")
 CONSISTING OF 26 TRACTS CONTAINING 251,242 ACRES,
 2 RESERVES (A&B) CONTAINING 0,015 ACRES
 AND 1 ROAD CONTAINING 0,517 ACRES
 257,774 ACRES TOTAL IN SUBDIVISION

OWNER/DEVELOPER
MAX BARNHART, JR.
 4306 MARKWORTH ROAD
 ROUND TOP, TEXAS 78954
 PHN. (979)-277-2808

(FINAL PLAT)
 SHEET 1
 OF 3

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ROLLING CREEK SUBDIVISION

CONSISTING OF 26 TRACTS CONTAINING 251.242 ACRES,
 2 RESERVES (A&B) CONTAINING 0.015 ACRE
 AND 1 ROAD CONTAINING 6.517 ACRES
 257.774 ACRES TOTAL IN SUBDIVISION

OWNER/DE
 MAX BARANON
 4306 MARKWA
 ROUND TOP, TE
 PHN. (979)-2

HEVES
 A-23
 COUNTY, TEXAS

(APPROX. 2.9%
 SITUATED IN ALL
 COUNTY, TX)

RIGHT OF WAY EASEMENT
 CALLED 1.000 ACRES
 VOLUME 545, PAGE 193

FATHER ED KUCERA
 CALLED 5.322 ACRES
 VOL. 876, PAGE 775
 (G.R.W.CO.TX)

JANISE KUCERA
 CALLED 1.114 ACRES
 VOL. 876, PAGE 761
 (G.R.W.CO.TX)

GENE B. KRYACKA
 CALLED 12.2 ACRES
 VOL. 387, PAGE 261
 (G.R.A.CO.TX)

BARNEY KAY
 CALLED 12.2 ACRES
 VOL. 323, PAGE 471
 (G.R.A.CO.TX)

FOUND 3/4" IRON PIPE
 NEAR AN 8" BIRD DARK
 FENCE CORNER POST

FOUND 3/4" IRON PIPE
 FENCE REMAINS

FOUND 3/4" IRON PIPE
 AT THE BASE OF A ...
 FENCE CORNER POST

0 IRON AZLE
 @ BASE OF A
 ENTED FENCE
 WHEN POST

FOUND 3/4" IRON PIPE
 NEAR THE BASE OF AN
 OLD 6" CEDAR POST

FOUND 3/4" IRON PIPE
 AT T-POST

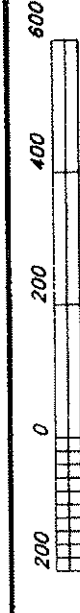
BARN

SACRED HEART
 CATHOLIC CHURCH
 CALLED 2 ACRES
 VOL. 559, PAGE 395
 VOL. 14, PAGE 450
 VOL. 74, PAGE 279
 (CEMETERY)

FOUND 1/2" IRON ROD AT
 A J CEDAR POST

GRAPHIC SCALE - FEET
 0 200 400

SCALE: 1" =



GRAPHIC SCALE - FEET
SCALE: 1" = 200'

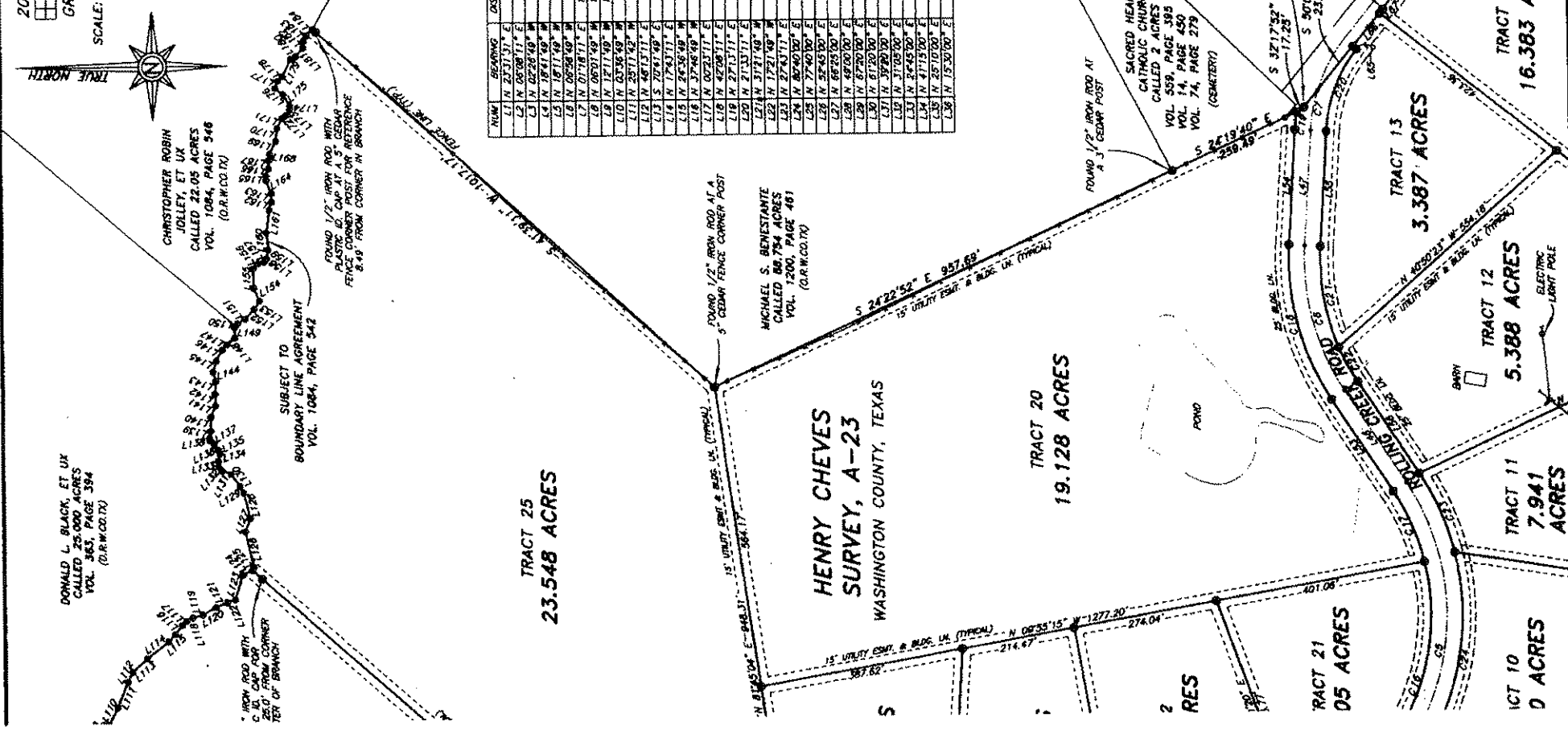


LINE NO.	BEARING	DISTANCE
L1	N 23°31'57" E	37.46
L2	N 05°08'11" E	89.20
L3	N 02°25'49" E	41.80
L4	N 78°41'46" E	31.00
L5	N 18°51'48" E	44.80
L6	N 02°14'44" E	60.50
L7	N 57°58'14" E	105.30
L8	N 29°31'49" E	101.30
L9	N 02°14'44" E	60.50
L10	N 05°08'11" E	89.20
L11	N 23°31'57" E	37.46

LINE TABLE

LINE NO.	BEARING	DISTANCE
L101	N 30°45'20" E	68.11
L102	N 27°10'30" E	14.81
L103	N 27°10'30" E	14.81
L104	N 27°10'30" E	14.81
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L200	N 27°10'30" E	14.81

LINE NO.	BEARING	DISTANCE
L1	N 23°31'57" E	37.46
L2	N 05°08'11" E	89.20
L3	N 02°25'49" E	41.80
L4	N 78°41'46" E	31.00
L5	N 18°51'48" E	44.80
L6	N 02°14'44" E	60.50
L7	N 57°58'14" E	105.30
L8	N 29°31'49" E	101.30
L9	N 02°14'44" E	60.50
L10	N 05°08'11" E	89.20
L11	N 23°31'57" E	37.46
L12	N 23°31'57" E	37.46
L13	N 23°31'57" E	37.46
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L97	N 23°31'57" E	37.46
L98	N 23°31'57" E	37.46
L99	N 23°31'57" E	37.46
L100	N 23°31'57" E	37.46



UBDIVISION
 VG 251.242 ACRES,
 0.015 ACRE
 17 ACRES
 9NDIVISION

OWNER/DEVELOPER
 MAX BARANOWSKI, JR.
 4306 MARKWARDT ROAD
 ROUND TOP, TEXAS 78954
 PHN. (979)-277-2608

(FINAL PLAT)
SHEET 1
OF 3

MICHAEL S. BENEZANTE
 CALLED 86.754 ACRES
 VOL. 1200, PAGE 481
 (O.R.W.CO.TX)

ROLLING CREEK ROAD
 (FORMERLY SHARED HEAVY CENK. LANE)

TRACT 14
 16.383 ACRES

TRACT 13
 3.387 ACRES

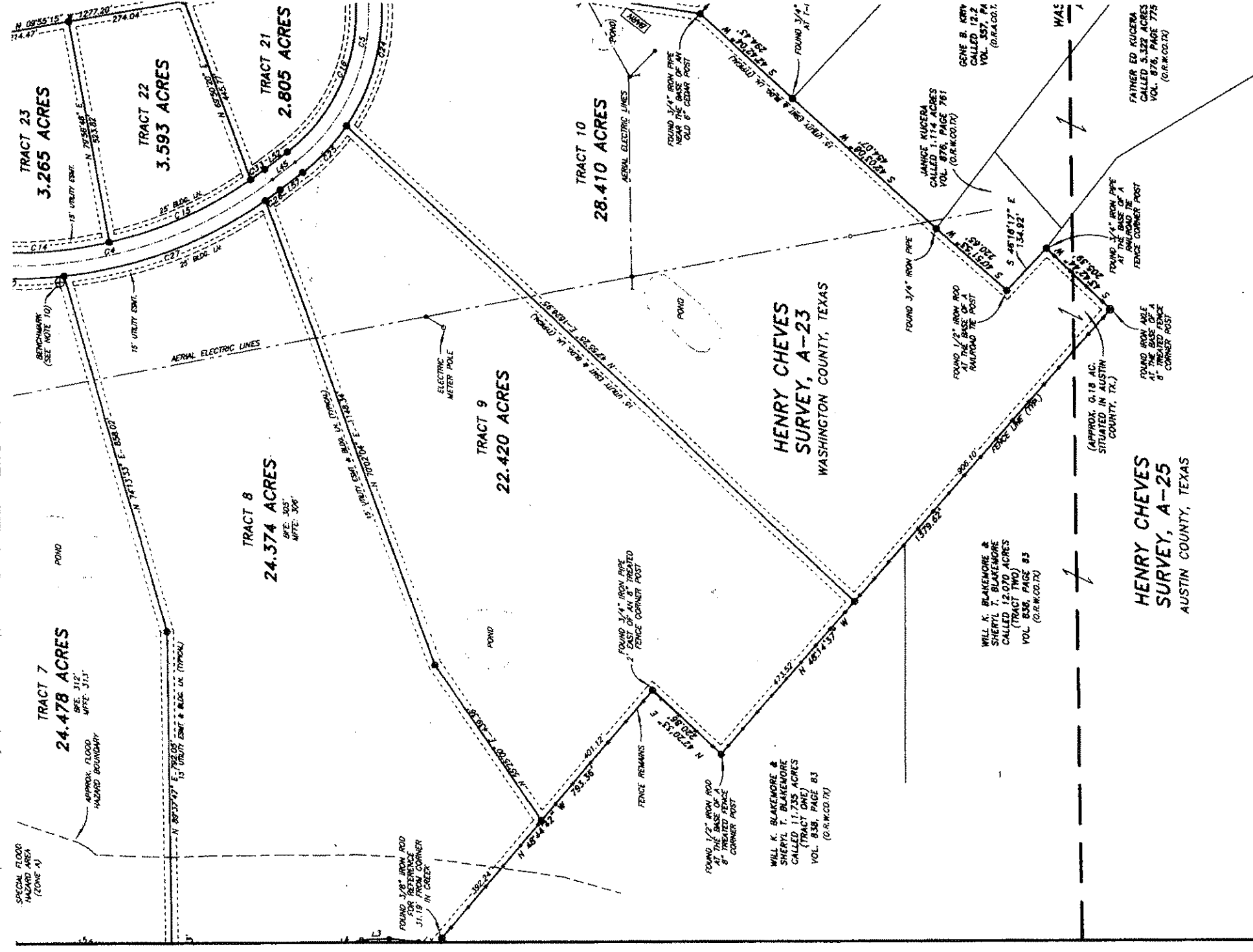
TRACT 12
 5.388 ACRES

TRACT 11
 7.941 ACRES

TRACT 20
 19.128 ACRES

TRACT 25
 23.548 ACRES

**HENRY CHEVES
 SURVEY, A-23**
 WASHINGTON COUNTY, TEXAS



ROLLING CRE,
 CONSISTING OF 26 TRACT
 2 RESERVES (A&B) (C
 AND 1 ROAD CON
 257.774 ACRES T.

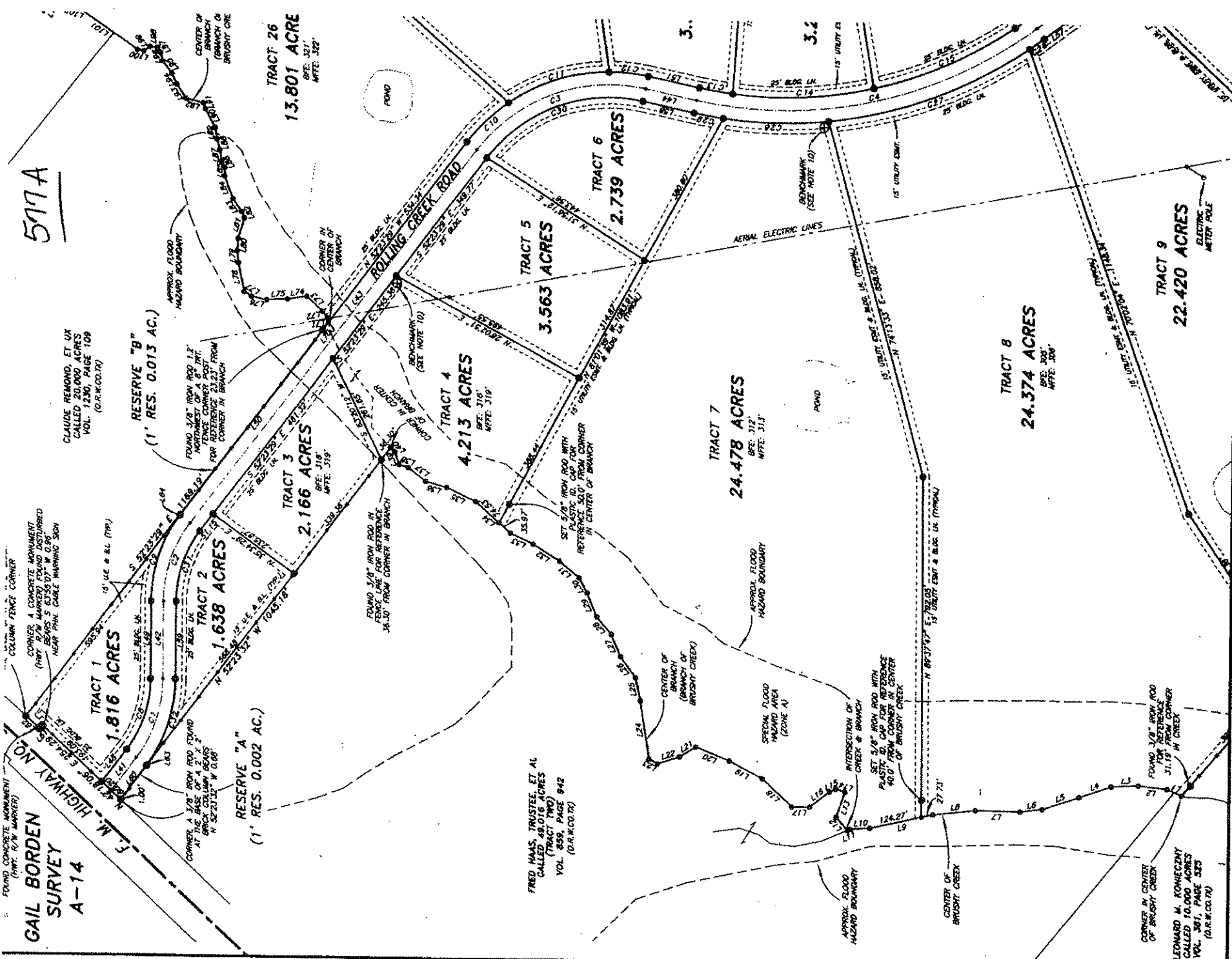
Hodde & Hodde Land Surveying, Inc.
 Professional Land Surveying
 613 E. Blue Bell Road · Brenham, Texas 77833
 979-836-5681 · 979-836-5683 (Fax)
 www.hoddesurveying.com

K.O. NO. 5537 (88-040508514.DWG--45D--MVIEW)

S77B

517A

GAIL BORDEN SURVEY A-14

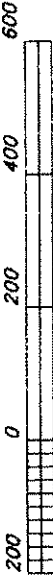


ROLLING CREI

CONSISTING OF 26 TRACTS
 2 RESERVES (A&B) C
 AND 1 ROAD CONTI.
 257.774 ACRES TO

Hodde & Hodde Land Surveying, Inc.
 Professional Land Surveying
 613 E. Blue Bell Road · Brenham, Texas 77833
 979-836-5681 · 979-836-5683 (Fax)
 www.hoddesurveying.com

W.C. NO. 5527 (BAMMOKSISTE.DWG-MSD-MNEY)

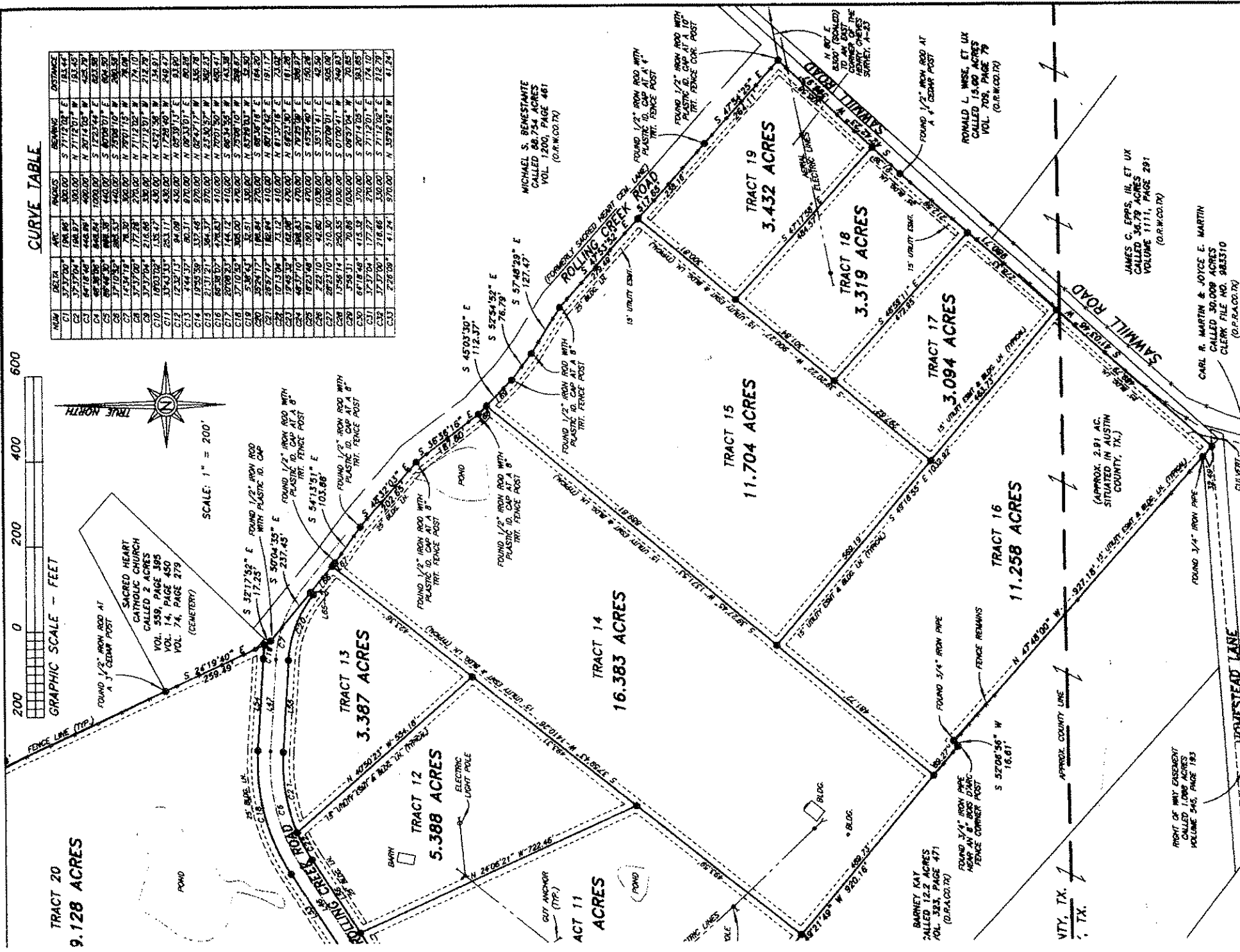


CURVE TABLE

NUM	DELTA	ARC	CHORDS	BEARING	DISTANCE
C1	37.3700	194.87	380.00	S 71°12'02" E	143.44
C2	37.3700	194.87	380.00	N 71°12'01" W	143.45
C3	87.1874	448.89	1000.00	N 20°14'05" W	425.79
C4	87.1874	448.89	1000.00	S 12°23'44" E	425.79
C5	87.1874	448.89	1000.00	S 8°09'07" E	404.59
C6	37.1052	206.53	440.00	S 7°09'10" E	206.53
C7	14.3478	78.30	160.00	N 7°07'15" W	78.30
C8	37.3700	177.78	370.00	N 71°12'02" W	177.78
C9	37.3700	177.78	370.00	N 71°12'01" W	177.79
C10	18.0302	115.47	430.00	N 43°47'58" W	154.91
C11	33.4333	253.17	430.00	N 17°28'00" W	249.47
C12	12.3573	64.09	430.00	N 05°39'17" E	53.80
C13	144.377	66.37	870.00	N 08°43'01" E	262.38
C14	18.5559	337.46	970.00	N 06°47'17" W	355.78
C15	2.17121	364.37	970.00	N 23°30'37" W	362.23
C16	65.3670	798.83	410.00	N 70°01'50" W	365.47
C17	20.7023	143.72	410.00	S 66°34'55" E	143.38
C18	37.1052	206.00	410.00	S 7°09'10" W	206.87
C19	35.3643	35.51	350.00	N 87°28'10" E	35.50
C20	35.3643	35.51	350.00	N 87°28'10" E	35.50
C21	28.9747	100.97	410.00	N 80°13'42" E	191.17
C22	17.1328	71.12	410.00	N 81°37'16" E	233.00
C23	19.4939	102.00	410.00	N 82°23'00" E	161.59
C24	49.2570	368.83	410.00	S 7°25'00" E	368.77
C25	18.2348	100.97	410.00	S 85°54'40" E	62.58
C26	2.2510	42.80	410.00	S 35°51'41" E	42.59
C27	28.2370	310.30	1020.00	S 20°09'01" E	950.09
C28	13.5674	250.35	1020.00	S 07°00'41" E	766.30
C29	3.5843	78.98	1020.00	S 09°37'04" W	243.85
C30	64.0184	415.39	370.00	S 20°14'05" W	361.50
C31	37.3700	177.77	370.00	S 71°12'01" E	177.78
C32	37.3700	177.78	370.00	S 71°12'02" E	177.79
C33	2.2609	41.74	970.00	N 35°28'42" W	41.74



SCALE: 1" = 200'



UBDIVISION
 (FINAL PLAT)
SHEET 2
OF 3

OWNER/DEVELOPER
 MAX BARANOWSKI, JR.
 4306 MARKWARDT ROAD
 ROUND TOP, TEXAS 78954
 PHN. (979)-277-2608

UBDIVISION
 'G 251.242 ACRES,
 0.015 ACRE
 7 ACRES
 'DIVISION

CARL R. MARTIN & JOYCE E. MARTIN
 CALLED 30.009 ACRES
 CLERK FILE NO. 983310
 (O.P.A.C.O.D.T.)

JAMES C. SPURS, JR. ET UX
 CALLED 36.79 ACRES
 VOLUME 1171, PAGE 291
 (O.R.W.C.O.D.T.)

RONALD L. WISE, ET UX
 CALLED 15.00 ACRES
 VOL. 705, PAGE 79
 (O.R.W.C.O.D.T.)

BARNET KAY
 CALLED 12.2 ACRES
 VOL. 323, PAGE 471
 (O.P.A.C.O.D.T.)

MICHAEL S. BENEŠTAMPE
 CALLED 60.754 ACRES
 VOL. 1200, PAGE 481
 (O.R.W.C.O.D.T.)

SACRED HEART
 CATHOLIC CHURCH
 CALLED 2 ACRES
 VOL. 559, PAGE 385
 VOL. 14, PAGE 450
 VOL. 74, PAGE 279
 (CEMETERY)

(APPROX. 2.91 AC.
 SITUATED IN AUSTIN
 COUNTY, TX.)

RIGHT OF WAY EASEMENT
 CALLED 1.000 ACRES
 VOLUME 545, PAGE 183

SURVEY MAP

1. ~~INDICATES A 3/8" IRON ROD OTHERWISE NOTED. ALSO, W/CAP IN CONSTRUCTION PHASE OF THE ROAD.~~
2. TRACT USAGE IS TO BE SINGLE F.
3. ROADS WILL BE DEDICATED AND 4 WATER AND SEWER WILL BE PROVIDED FACILITIES.
5. PART OF THE SUBJECT PROPERTY INSURANCE RATE MAP (FIRM) AS CO. FLOOD INSURANCE PROGRAM, COMM. 2007, WASHINGTON COUNTY, TEXAS.
6. THE BEARINGS SHOWN HEREON ARE AT LATITUDE: 30°04'08.59" N - LONGITUDE: 95°04'08.59" W.
7. THERE IS ALSO DEDICATED FOR 4 TWENTY (20) FEET ABOVE THE GROUND.
8. SUBJECT TO BUILDING SET BACK AND 15' SET BACK FROM ALL OTHER LINES AS SET FORTH IN THE RESTRICTIONS.
10. ELEVATION VALUES FOR THE ELE LORA MONUMENT (A006) CONCRETE MONUMENTS APPROX. 3 FEET DEEP AND ELEVATION VALUE. THE BENCH WILL BE ON RECORD WITH THE WAS CONSTRUCTION PHASE OF THE ROAD.
11. (O.R.W.CO.TX.) DENOTES OFFICIAL (O.R.W.CO.TX.) DENOTES DEED RECORD (O.P.R.A.CO.TX.) DENOTES OFFICIAL. (O.R.A.CO.TX.) DENOTES DEED RECORD.
12. THE APPROXIMATE BASE FLOOD SHOWN ON THE PLAT, FOR THE TRAI 6 AND 26), WERE DETERMINED BY A TOPOGRAPHIC MAP, NO BASE FLOOD (FIRM) MAP, A ELEVATION CERTIFICATE AND 26 TO MORE ACCURATELY BE COORDINATED THROUGH THE WAS

SHOWING A SUBDIVISION OF 257.774 ACRES OF LAND, LYING AND BEING SITUATED IN WASHINGTON COUNTY TEXAS, PART OF THE HENRY CHEVES SURVEY, A-23, WASHINGTON COUNTY, TEXAS AND THE HENRY CHEVES SURVEY, A-25, AUSTIN COUNTY, TEXAS, BEING A RESERVEY OF THE SAME LAND AND CATTLE COMPANY PARTNERSHIP, DATED MARCH 30, 2007, AS RECORDED IN VOLUME 1246, PAGE 185, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, BEING PART OF THE SAME LAND DESCRIBED IN VOLUME 1246, AS RECORDED IN THE DEED FROM ROBERT M. ROBINSON ET AL TO B&W LAND AND CATTLE COMPANY PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP, DATED JUNE 4, 2007, AS RECORDED IN VOLUME 1246, PAGE 304, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, AND BEING A RESERVEY OF THE SAME LAND DESCRIBED AS 67.92 ACRES IN THE DEED FROM JOHN C. KUCERA AND WIFE, SHARLEEN KUCERA TO B&W LAND AND CATTLE COMPANY PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP, DATED MARCH 5, 2006, AS RECORDED IN VOLUME 1272, PAGE 620, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS.

OWNER DEDICATION

THE STATE OF TEXAS

COUNTY OF WASHINGTON & AUSTIN

WE, B&W LAND AND CATTLE COMPANY PARTNERSHIP, A TEXAS GENERAL PARTNERSHIP, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID B&W LAND AND CATTLE COMPANY PARTNERSHIP, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES AND EASEMENTS THEREON SHOWN AND DESIGNATE SAID SUBDIVISION AS ROLLING CREEK SUBDIVISION, LOCATED IN THE HENRY CHEVES SURVEY, A-23 WASHINGTON COUNTY TEXAS AND THE HENRY CHEVES SURVEY, A-25, AUSTIN COUNTY, TEXAS, AND ON BEHALF OF SAID B&W LAND AND CATTLE COMPANY PARTNERSHIP, DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER, AND DO HEREBY WAIVE ANY CLAIMS OR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

THIS IS TO CERTIFY THAT WE, B&W LAND AND CATTLE COMPANY PARTNERSHIP, HAVE COMPLIED OR WILL COMPLY WITH ALL REGULATIONS HERETOFORE ON FILE WITH THE COUNTY AND ADOPTED BY THE COMMISSIONERS COURT OF WASHINGTON COUNTY, TEXAS.

THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN HEREON.

FURTHER, WE, B&W LAND AND CATTLE COMPANY PARTNERSHIP, DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND, A MINIMUM OF FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTERLINE OF ANY AND ALL GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN THE SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING WASHINGTON COUNTY AND/OR ANY OTHER PUBLIC AGENCY THE RIGHT TO ENTER UPON SAID EASEMENTS AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTING AND/OR MAINTAINING DRAINAGE WORK AND/OR STRUCTURES.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE OF THE PROPERTY, AND SHALL BE ENFORCEABLE, AT THE OPTION OF WASHINGTON COUNTY, BY WASHINGTON COUNTY OR ANY CITIZEN THEREOF, BY INJUNCTION, AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS INTO ROADS, STREETS, ALLEYS OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER.

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WITNESS MY HAND IN Barbaro Washington COUNTY, TEXAS, THIS 17th DAY OF April, 2008.

Max Baranowski, Jr.
MAX BARANOWSKI, JR.
GENERAL PARTNER

Barbara Baranowski
BARBARA BARANOWSKI
GENERAL PARTNER

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Washington

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF

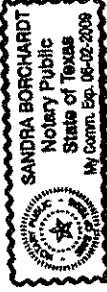
April, 2008, BY Max Baranowski, Jr.

and Barbara Baranowski

Sandra Borchardt

NOTARY PUBLIC, STATE OF TEXAS

NOTARYS COMMISSION EXPIRES: 6/17/09



Hodde & Hodde Land Surveying, Inc.

Professional Land Surveying
613 E. Blue Bell Road · Brenham, Texas 77833
979-836-5681 · 979-836-5683 (Fax)
www.hoddesurveying.com

W.O. NO. 5027 (BARANOWSKI514.DWG-MSD-WRW)

578A

NOTARY I

THE STATE OF TEXAS

COUNTY OF Washington

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

BY Charles E. Hittko

Sandra Borchardt
SANDRA BORCHARDT
Notary Public
State of Texas
My Comm. Exp. 06-19-2009



THE STATE OF TEXAS

COUNTY OF WASHINGTON

I, BETH ROTHERMEL, CLERK OF THE COUNTY COURT WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHORITY

OFFICE ON April 18, 2008, AT Sias

OF RECORD OF Plat FOR SAID

WASHINGTON COUNTY, TEXAS, THE DAY AND DATE LAST

Tricia Kuhlman
CLERK, COUNTY COURT
WASHINGTON COUNTY, TEXAS

ROLLING CREEK

CONSISTING OF 26 TRACTS
2 RESERVES (A&B) CC
AND 1 ROAD CONTA
257.774 ACRES TOI

NOTES:

1. ① - INDICATES A 5/8" IRON ROD SET WITH PLASTIC ID CAP STAMPED HODDE & HODDE, RPLS NO. 5197, UNLESS OTHERWISE NOTED. ALSO, W/CAP INDICATES ID CAP AS DESCRIBED ABOVE. (*) IRON RODS WILL BE SET AFTER THE CONSTRUCTION PHASE OF THE ROADS ARE COMPLETE.
2. TRACT USAGE IS TO BE SINGLE FAMILY RESIDENTIAL, AGRICULTURAL AND WILDLIFE OPEN SPACE.
3. ROADS WILL BE DEDICATED AND CONSTRUCTED OPEN DITCH TO COUNTY DESIGN STANDARDS.
4. WATER AND SEWER WILL BE PROVIDED BY PRIVATE INDIVIDUAL WATER WELLS AND PRIVATE INDIVIDUAL ON-SITE SEWAGE FACILITIES.
5. PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, COMMUNITY PANEL NO. 481788 0008 B, EFFECTIVE DATE (CONVERTED) DECEMBER 1, 2007, WASHINGTON COUNTY, TEXAS AND SHOWN ON THIS MAP AS APPROXIMATE FLOOD HAZARD BOUNDARY.
6. THE BEARINGS SHOWN HEREON ARE RELATIVE TO TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS. OBSERVED AT LATITUDE: 30°04'08.59" N - LONGITUDE: 96°33'23.65" W (WGS-84).
7. THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN OR STATED HEREON.
8. SUBJECT TO BUILDING SET BACK LINES AS FOLLOWS: 25' SET BACK FROM THE ROAD RIGHT-OF-WAY LINES (FRONT), AND 15' SET BACK FROM ALL OTHER TRACT LINES, (SIDE AND REAR), AND/OR AS SHOWN ON THE PLAT.
9. THIS SUBDIVISION IS SUBJECT TO CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND BUILDING SET BACK LINES AS SET FORTH IN THE RESTRICTIONS PREPARED IN CONJUNCTION WITH THIS SUBDIVISION PLAT.
10. ELEVATION VALUES FOR THE ELEVATION BENCHMARKS, BFE'S AND MFFE'S ARE RELATIVE TO (NAVD88) DERIVED FROM THE LCRA MONUMENT (A006) CONCRETE MONUMENT WITH BRASS DISK, (ELEVATION = 346.86'). THE BENCHMARKS WILL BE CONCRETE MONUMENTS APPROX. 3 FEET DEEP AND 1 FOOT WIDE AND WILL HAVE BRASS DISKS SET IN THE TOP MARKED WITH THE B.M. NO. AND ELEVATION VALUE. THE BENCH MARKS ARE SHOWN ON THIS MAP AS (CB). THE ELEVATION VALUES, B.M. NO.'S AND LOCATIONS WILL BE ON RECORD WITH THE WASHINGTON COUNTY FLOODPLAIN ADMINISTRATOR. (*) BENCHMARKS WILL BE SET AFTER THE CONSTRUCTION PHASE OF THE ROADS ARE COMPLETE.
11. (O.R.W.CO.TX.) DENOTES OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS
(D.R.H.CO.TX.) DENOTES DEED RECORDS OF WASHINGTON COUNTY, TEXAS
(D.P.R.A.CO.TX.) DENOTES OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS
(D.R.A.CO.TX.) DENOTES DEED RECORDS OF AUSTIN COUNTY, TEXAS
12. THE APPROXIMATE BASE FLOOD ELEVATIONS (BFE) AND SUBSEQUENT MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) AS SHOWN ON THE PLAT FOR THE TRACTS THAT LIE PARTIALLY WITHIN THE SPECIAL FLOOD HAZARD AREA (TRACTS 3, 4, 7, 8 AND 28), WERE DETERMINED BY UTILIZING THE CORRESPONDING FLOOD INSURANCE RATE MAP (FIRM) AND A USGS TOPOGRAPHIC MAP NO. BASE FLOOD ELEVATION DATA WAS AVAILABLE ON THE (FIRM) MAP DUE TO INACCURACIES OF THE (FIRM) MAP. A ELEVATION CERTIFICATE SHALL BE REQUIRED AND OBTAINED PRIOR TO CONSTRUCTION ON TRACTS 3, 4, 7, 8 AND 28 TO MORE ACCURATELY DETERMINE THE BASE FLOOD ELEVATION AND THE PROPOSED BUILDING SITE AND SHALL BE COORDINATED THROUGH THE WASHINGTON COUNTY FLOODPLAIN ADMINISTRATOR.

SITUATED IN WASHINGTON COUNTY, TEXAS AND THE LAND DESCRIBED AS LAND AND CATTLE COMPANY IN VOLUME 1240, PAGE 185, LAND DESCRIBED AS LITTLE COMPANY PARTNERSHIP, PAGE 304, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS DESCRIBED AS 6.752 ACRES CATTLE COMPANY PARTNERSHIP, 2, PAGE 620, IN THE OFFICIAL

HEREBY MAKE SUBDIVISION PARTNERSHIP, ACCORDING TO SHOWN AND DESIGNATE SAID A-23 WASHINGTON COUNTY F OF SAID BEN LAND AND TYS, PARKS, AND EASEMENTS IED BY THE ESTABLISHING OF VE ALTERATION OF THE SURFACE BY BRND OURSELVES, OUR SO DEDICATED.

MPLOY OR WILL COMPLY WITH SSIONERS COURT OF

FEET WIDE FROM A EMENTS SHOWN

EVER TO THE PUBLIC A STRIP ANY AND ALL GULLIES, D SUBDIVISION, AS PUBLIC AGENCY THE CONSTRUCTION AND/OR

BE RESTRICTED IN ITS ENFORCEABLE, AT THE INJUNCTION, AS

TCHES, EITHER DIRECTLY

ING AREA OF

THIS PLAT ARE AND SHALL BE SEPARATELY, UNLESS

LIENHOLDERS' ACKNOWLEDGMENT AND SUBORDINATION STATEMENT

WE, TEXAS AGFINANCE, FLCA, OWNER AND HOLDER OF THE LIENS AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS ROLLING CREEK SUBDIVISION, SAID LIENS BEING EVIDENCED BY INSTRUMENTS OF RECORD IN VOLUME 1240, PAGE 185, AND VOLUME 1246, PAGE 313, IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIENS AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

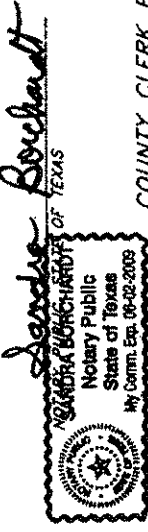
BY: Charles E. Hultkamp
CHARLES E. HULTKAMP, TRUSTEE
TEXAS AGFINANCE, FLCA

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Washington

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF April, 2008.

BY Charles E. Hultkamp NOTARYS COMMISSION EXPIRES: 6/2/09



COUNTY CLERK FILING ACKNOWLEDGMENT STATEMENT

THE STATE OF TEXAS
COUNTY OF WASHINGTON

I, BETH ROTHERMEL, CLERK OF THE COUNTY COURT OF WASHINGTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY

OFFICE ON April 18, 2008, AT 3:45 O'CLOCK, P. M., AND DULY RECORDED ON April 18, 2008, AT 3:45 O'CLOCK P. M. IN CABINET 577A SHEET 577A \$784

FOR SAID COUNTY, WITNESS MY HAND AND SEAL OF OFFICE, AT BRENHAM, WASHINGTON COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

Tricia Kuhlman
CLERK, COUNTY COURT
WASHINGTON COUNTY, TEXAS

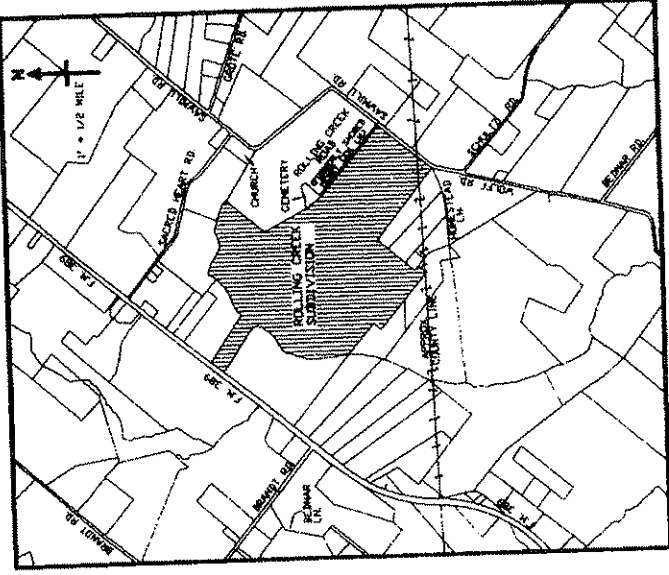
ROLLING CREEK SUBDIVISION

CONSISTING OF 26 TRACTS CONTAINING 251.242 ACRES,
2 RESERVES (A&B) CONTAINING 0.015 ACRE
AND 1 ROAD CONTAINING 6.517 ACRES
257.774 ACRES TOTAL IN SUBDIVISION

OWNER
MAY B...
4306 MA...
ROUND TO...
PHN. (97...

APPROVED BY THE
TEXAS, THIS
Charles E. Hultkamp
COUNTY
Tricia Kuhlman
COMMISSIONER
Sandra Borchardt
COMMISSIONER

THE STA...
COUNTY...
L. JON E...
TEXAS, D...
257.774...
MADE ON...
DATED IT...



VICINITY MAP

PLASTIC ID CAP STAMPED HODDE & HODDE, RPLS NO. 5197, UNLESS CAP AS DESCRIBED ABOVE. (* IRON RODS WILL BE SET AFTER THE DATE).

NATURAL, AGRICULTURAL AND WILDLIFE OPEN SPACE.

OPEN DITCH TO COUNTY DESIGN STANDARDS.

PRIVATE INDIVIDUAL WATER WELLS AND PRIVATE INDIVIDUAL ON-SITE

THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD

NO. 481788 0008 B, EFFECTIVE DATE (CONVERTED) DECEMBER 1,

ON THIS MAP AS APPROXIMATE FLOOD HAZARD BOUNDARY.

TO TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS, OBSERVED

13°23.63' W (NGS-84).

UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE

LOCATED ADJACENT TO ALL EASEMENTS SHOWN OR STATED HEREON.

LOWERS: 25' SET BACK FROM THE ROAD RIGHT-OF-WAY LINES (FRONT),

S, (SIDE AND REAR), AND/OR AS SHOWN ON THE PLAT.

COVENANTS, RESTRICTIONS, EASEMENTS AND BUILDING SET BACK

ARED IN CONJUNCTION WITH THIS SUBDIVISION PLAT.

MARKS, BE'S AND MFE'S ARE RELATIVE TO (NAVD88) DERIVED FROM THE

WITH BRASS DISK, (ELEVATION = 346.86'). THE BENCHMARKS WILL BE CONCRETE

WIDE AND WILL HAVE BRASS DISKS SET IN THE TOP MARKED WITH THE B.M. NO.

SHOWN ON THIS MAP AS (B). THE ELEVATION VALUES, B.M. NO.'S AND LOCATIONS

PROPERTY FLOODPLAIN ADMINISTRATOR. (* BENCHMARKS WILL BE SET AFTER THE

DATE).

WASHINGTON COUNTY, TEXAS

WASHINGTON COUNTY, TEXAS

COUNTY OF AUSTIN COUNTY, TEXAS

IN COUNTY, TEXAS

3) AND SUBSEQUENT MINIMUM FINISHED FLOOR ELEVATIONS (MFE) AS

PARTIALLY WITHIN THE SPECIAL FLOOD HAZARD AREA (TRACTS 3, 4, 7,

CORRESPONDING FLOOD INSURANCE RATE MAP (FIRM) AND A USGS

DATA WAS AVAILABLE ON THE (FIRM) MAP. DUE TO INACCURACIES OF THE

REQUIRED AND OBTAINED PRIOR TO CONSTRUCTION ON TRACTS 3, 4, 7,

BASE FLOOD ELEVATION AND THE PROPOSED BUILDING SITE AND SHALL

PROPERTY FLOODPLAIN ADMINISTRATOR.

D. SUBORDINATION STATEMENT

THE LIENS AGAINST THE PROPERTY DESCRIBED SAID LIENS BEING EVIDENCED BY INSTRUMENTS 1246, PAGE 313, IN THE OFFICIAL RECORDS THINGS SUBORDINATE TO SAID PLAT SAID PRESENT OWNER OF SAID LIENS AND HAVE NOT

Charles E. Holtkamp
 CHARLES E. HOLT KAMP, TRUSTEE
 TEXAS AGRICULTURE, FLCA

KNOWLEDGMENT

17th DAY OF April 2008.

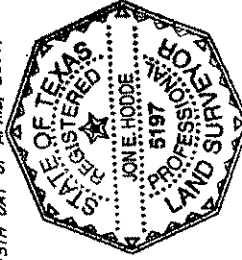
NOTARYS COMMISSION EXPIRES: 6/21/09

CKNOWLEDGMENT STATEMENT

IN COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FILED FOR REGISTRATION IN MY

AS O'CLOCK, P.M., AND DULY RECORDED ON M. IN CABINET SHEET 577A 8A

LESS MY HAND AND SEAL OF OFFICE, AT BRENNHAM, TEXAS.



Jon E. Hodde
 JON E. HODDE
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 5197
 HODDE & HODDE LAND SURVEYING, INC.
 613 EAST BLUE BELL ROAD
 BRENNHAM, TEXAS 77833
 (979)-836-5681

DATED THIS THE 15TH DAY OF APRIL, 2008, A.D.

THE STATE OF TEXAS

COUNTY OF WASHINGTON & AUSTIN

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY AND SUBDIVISION OF 257.774 ACRES OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

CERTIFICATION

APPROVED BY THE COMMISSIONERS COURT OF WASHINGTON COUNTY, TEXAS, THIS 15th DAY OF April 2008.

Debbie Morgan
 COUNTY JUDGE

Stephen Johnson
 COMMISSIONER, PRECINCT 1

Thomas Johnson
 COMMISSIONER, PRECINCT 2

Richard Smith
 COMMISSIONER, PRECINCT 3

Jay Zwick
 COMMISSIONER, PRECINCT 4

SUBDIVISION

16 251.242 ACRES,

0.015 ACRE

17 ACRES

DIVISION

OWNER/DEVELOPER

MAX BARANOWSKI, JR.
 4306 MARKWARDT ROAD
 ROUND TOP, TEXAS 78954
 PHN. (979)-277-2608

(FINAL PLAT)
 SHEET 3
 OF 3

PARTNERSHIP DISTRIBUTION DEED

3140

Date: June 4, 2006

Grantor: B&M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership

Grantor's Mailing Address (including county):
4306 Markwardt Road
Round Top, Fayette County, Texas 78954

Grantee: MAX BARANOWSKI, JR., and wife BARBARA BARANOWSKI

Grantee's Mailing Address (including County):
4306 Markwardt Road
Round Top, Fayette County, Texas 78954

Consideration:

A partial, non-liquidating, distribution of partnership assets, made in compliance with the terms of a certain written Partnership Agreement, dated February 27, 2004.

Property:**TRACT 1:**

All of Grantor's undivided right, title and interest in and to oil, gas and other minerals, including any right title and interest in and to any royalty, bonuses and delay rentals therefrom, including, but not limited to, any reversions, reverters, remainders or any and all future interests currently owned by Grantor in, on, under and that may be produced from all that certain 122.431 acres of land, lying and being situated in Washington County, Texas, out of the Henry Cheves Survey (A-23), and in Austin County, Texas, out of the Henry Cheves Survey (A-25), and being more particularly described in a General Warranty Deed dated March 3, 2007, from Mary Sklar, et al to B&M Land and Cattle Company Partnership, and recorded in Volume 1240, Page 185, of the Official Records of Washington County, Texas and recorded in Clerk's File Number 072077, of the Official Public Records of Washington County, Texas.

TRACT 2:

All of Grantor's undivided right, title and interest in and to oil, gas and other minerals, including any right title and interest in and to any royalty, bonuses and delay rentals therefrom, including, but not limited to, any reversions, reverters, remainders or any and all future interests currently owned by Grantor in, on, under and that may be produced from all that certain 129.056 acres of land, lying and being situated in Washington and Austin Counties, Texas, part of the Henry Cheves Survey, (A-25), Austin County, (A-23), Washington County, and being more particularly described in a Warranty Deed with Vendor's Lien, of even date herewith, from Robert M. Robinson, et al to B&M Land and Cattle Company Partnership, and recorded in Volume _____, Page _____, of the Official Records of Washington County, Texas, and recorded in Clerk's File Number _____, of the Official Public Records of Austin County, Texas.

Exceptions to Conveyance and Warranty:

NONE

Grantor, for the consideration, receipt of which is acknowledged, and subject to the

reservations from and exceptions to conveyance and warranty, 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 heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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.

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

B&M LAND AND CATTLE COMPANY PARTNERSHIP,
a Texas general partnership

By: *Max Baranowski, Jr.*
Max Baranowski, Jr.
General Partner

By: *Barbara Baranowski*
Barbara Baranowski,
General Partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 4th day of June, 2007, by MAX BARANOWSKI, JR., General Partner of B&M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership, on its behalf.

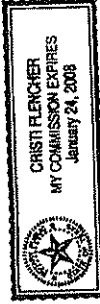


Cristi Fleischer
NOTARY PUBLIC, STATE OF TEXAS

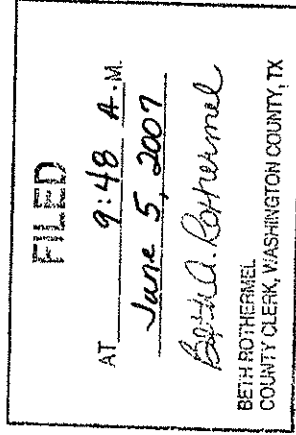
ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 4th day of June, 2007, by BARBARA BARANOSKI, General Partner of B&M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership, on its behalf.



Cristi Fleischer
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF WASHINGTON

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



JUN 6 2007

Beth Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

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

MINERAL DEED 5916

Date: September 17, 2006

Grantor: B&M LAND AND CATTLE COMPANY PARTNERSHIP, a Texas general partnership, MAX BARANOWSKI, JR., and wife, BARBARA BARANOWSKI

Grantee: M & B FARM & RANCH, LLC, a Texas limited liability company

Grantee's Mailing Address (including County):
4306 Markwardt Road
Round Top, Fayette County, Texas 78954

Consideration:

A capital contribution, under the terms of a certain Company Agreement, dated September 17, 2007, to Grantee

Property:

All of Grantor's right, title and interest in and to all oil, gas and other minerals, including any right title and interest in and to any royalty, bonuses and delay rentals therefrom, including, but not limited to, any reversions, reverters, remainders or any and all future interests currently owned by Grantor in, on, under and that may be produced from all those certain parcels of land more fully described as Tract 1 and Tract 2 in a Partnership Distribution Deed dated June 4, 2007 from B&M Land and Cattle Company Partnership to Max Baranowski, Jr., et ux, and recorded in Volume 1246, Page 325, of the Official Records of Washington County, Texas and Clerk's File No. 073247, of the Official Public Records of Austin County, Texas.

Exceptions to Conveyance and Warranty:

NONE

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, 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 heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, 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.

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

WITNESS OUR HANDS, the date of our respective acknowledgments, but effective as to September 17, 2007.

B&M LAND AND CATTLE COMPANY PARTNERSHIP,
a Texas general partnership

By: [Signature]
Max Baranowski, Jr.,
General Partner

By: [Signature]
Barbara Baranowski,
General Partner

[Signature]
Max Baranowski, Jr., individually

[Signature]
Barbara Baranowski, individually

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 3rd day of October September, 2007, by **MAX BARANOWSKI, JR.**, individually and as General Partner of **B&M LAND AND CATTLE COMPANY PARTNERSHIP**, a Texas general partnership, on its behalf.

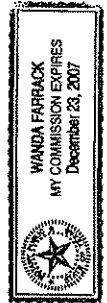


[Signature]
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 10th day of September, 2007, by **BARBARA BARANOWSKI**, individually and as General Partner of **B&M LAND AND CATTLE COMPANY PARTNERSHIP**, a Texas general partnership, on its behalf.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2007 OCT 11 AM 10:17
BETH A. KOTHELMEL
WASHINGTON COUNTY CLERK

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

OCT 12 2007



[Signature]
Beth Kothermel, County Clerk
Washington County, Texas

WAIVER OF SURFACE RIGHTS

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF AUSTIN

§

AND WASHINGTON

§

WHEREAS, **M & B FARM & RANCH, LLC**, a Texas limited liability company, hereinafter collectively called "Mineral Owner", is the owner of an undivided interest in the oil, gas and other minerals in, under and that may be produced from the property ("Property") more particularly described on Exhibit "A" attached hereto and incorporated herein, by virtue of that certain Mineral Deed of even date herewith, from B&M Land and Cattle Company Partnership, et al to Mineral Owner, and recorded in Volume 2464, Page 124, of the Official Records of Washington County, Texas, and in Clerk's File No. _____ of the Official Public Records of Austin County, Texas.

WHEREAS, **B&M LAND AND CATTLE COMPANY PARTNERSHIP**, a Texas general partnership, hereinafter called "Property Owner", is the owner of the Property, subject to Mineral Owner's interest in the oil, gas and minerals as described above and has requested that Mineral Owner waive its right to use or enter upon the surface of the Property in connection with its development of the Property for oil, gas and other minerals.

NOW, THEREFORE, Mineral Owner, for and in consideration of the premises, Ten Dollars (\$10.00) to it in hand paid by Property Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1. 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/or other minerals from the Property or in connection with the conduct of other activities associated with its ownership interest in the oil, gas and minerals in and under the Property, Mineral Owner 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; provided, however, nothing hereby contained shall be construed as waiving, releasing or relinquishing any right, title or interest of Mineral Owner in and to its undivided interest in the oil, gas and other minerals in and under and that may be produced from the Property. Additionally, this waiver of surface rights shall not be construed as a waiver of the right of Mineral Owner 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 or by pooling its oil, gas and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

2. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

3. The parties hereto agree to execute any further documents reasonably necessary or desirable to effectuate the intent of the parties hereto to waive the surface rights of Mineral Owner in the manner and according to the terms set forth herein.

WITNESS OUR HANDS, the dates of our respective acknowledgments, but effective as of September 17, 2007.

MINERAL OWNER

M & B FARM & RANCH, LLC,
a Texas limited liability company

By:  _____
Max Baranowski, Jr., Sole Member

PROPERTY OWNER

**B&M LAND AND CATTLE COMPANY
PARTNERSHIP,** a Texas General
Partnership

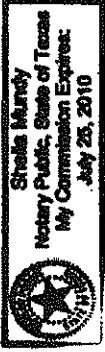
By:  _____
Max Baranowski, Jr., General Partner

By:  _____
Barbara Baranowski, General Partner

ACKNOWLEDGMENT

THE STATE OF TEXAS
§
§
§
COUNTY OF WASHINGTON

This instrument was acknowledged before me on this the 3rd ^{October} day of September; 2007 by MAX BARANOWSKI, JR., as Sole Member of M & B FARM & RANCH, LLC, a Texas limited liability company.



 _____
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the 3rd day of ^{October} September, 2007 by MAX BARANOWSKI, JR., as General Partner B&M LAND AND CATTLE COMPANY, a Texas general partnership.


NOTARY PUBLIC, STATE OF TEXAS



ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on this the 10th day of September, 2007 by BARBARA BARANOWSKI, as General Partner B&M LAND AND CATTLE COMPANY, a Texas general partnership.


NOTARY PUBLIC, STATE OF TEXAS

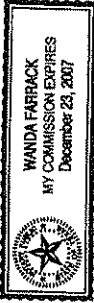


EXHIBIT "A"

Tract 1:

All that certain 122.431 acres of land, lying and being situated in Washington County, Texas, our of the Henry Cheves Survey (A-23), and in Austin County, Texas, out of the Henry Cheves Survey (A-25), and being more particularly described in a General Warranty Deed, dated March 3, 2007, from May Sklar, et al to B&M Land and Cattle Company Partnership, and recorded in Volume 1240, Page 185, of the Official Records of Washington County, Texas, and recorded in Clerk's File No. 072077, of the Official Public Records of Austin County, Texas.

Tract 2:

All that certain 129.056 acres of land, lying and being situated in Washington and Austin Counties, Texas, part of the Henry Cheves Survey, (A-25), Austin County, (A-23), Washington County, and being more particularly described in a Warranty Deed with Vendor's Lien dated June 4, 2006, from Robert M. Robinson, et al to B&M Land and Cattle Company Partnership, and recorded in Volume 1246, Page 304, of the Official Records of Washington County, Texas, and recorded in Clerk's File No. 073245, of the Official Public Records of Austin County, Texas.

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
2007 OCT 11 AM 10:17
BETH A. ROHRMEL
WASHINGTON COUNTY CLERK

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, and
stamped hereon by me on

OCT 12 2007



Beth A. Rohrmel
Beth Rohrmel, County Clerk
Washington County, Texas