

Return to:  
JANET KARR  
Chicago Title Insurance  
909 Fannin Ste. 200  
Houston, Texas 77010  
316456

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Special Warranty Deed  
(With Deed Restrictions For Grantee's Property)

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Chicago  
Title

THE STATE OF TEXAS §  
COUNTY OF BRAZORIA §

The Hamill Foundation ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has, subject to the matters hereinafter set forth, GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL and CONVEY unto East Texas Partners, LLC, a Delaware limited liability company, a Texas corporation ("Grantee"), and whose address is 665 Simonds Road, Williamstown, MA 01267, the surface estate only to that certain tract of land together with any improvements thereon and appurtenances thereto (the "Property") being more particularly described by metes and bounds in Exhibit A attached hereto and incorporated herein by reference.

This deed and conveyance are made and accepted subject to all matters set forth in this deed and in Exhibit B attached hereto and incorporated herein by reference.

Grantor hereby reserves unto Grantor all of Grantor's present and reversionary rights, titles and interests in and to all of the oil, gas and other minerals in, on and under or that may be produced from the Property ("Grantor's Retained Minerals"). Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the Property for the exploration, production or development of oil, gas or other minerals, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon; provided, however, this waiver shall not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the oil, gas and other minerals that may be produced from the Property or the right of Grantor to explore, develop or produce such oil, gas, and other minerals by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling of the Property with other lands. The term "minerals" as used herein means minerals of every kind and character, including, without limitation, sulphur, coal, lignite, uranium, vanadium and other fissionable source materials and spatially associated materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy).

In addition, in respect of the Grantor's Retained Minerals, all future leases or conveyances of all or any part of the Grantor's Retained Minerals shall be subject to and burdened by the surface waiver provisions set forth in the preceding paragraph of this Deed and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as

applicable) of the right to use any portion of the surface of the Property for the exploration, production or development of oil, gas or other minerals. The foregoing provision shall be a covenant running with the land binding upon all or any part of the Grantor's Retained Minerals and inuring to the benefit of, and enforceable by, Grantee and any future owners of all or any part of the surface estate of the Property.

TO HAVE AND TO HOLD the Property, unto Grantee and Grantee's successors and assigns forever; and the Grantor does hereby bind Grantor and its successors and assigns, subject to all matters set forth in this deed and Exhibit B attached hereto, to warrant and forever defend the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

BY ACCEPTING AND/OR RECORDING THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) CONCERNING (A) THE PHYSICAL CONDITION OF ANY PART OF THE PROPERTY DESCRIBED HEREIN INCLUDING ANY SOIL OR SUB-SURFACE CONDITIONS, (B) THE PRESENCE OR CONDITION OF ANY HAZARDOUS MATERIALS, WETLANDS AND/OR ANY OTHER ENVIRONMENTAL MATTERS RELATING TO SUCH PROPERTY OR (C) THE VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF SUCH PROPERTY OR ANY PART THEREOF. THE ACKNOWLEDGMENTS AND AGREEMENTS CONTAINED IN THIS PARAGRAPH SHALL BE BINDING UPON GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS AND SHALL INURE TO THE BENEFIT OF GRANTOR AND ITS SUCCESSORS AND ASSIGNS.

All ad valorem taxes and assessments for the Property for the calendar year 2003 have been prorated by the parties hereto as of the effective date of this Deed, and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years.

Grantor hereby establishes and imposes against the Property the following restrictive covenants which hereafter shall run with the land and burden the Property and all portions thereof, to wit:

1. No manufactured homes, mobile homes, trailer houses, modular homes or log houses of any nature may be placed or located on the Property.
2. All houses or residences placed or located on the Property must have at least 2,000 square feet of living area with a minimum of 1,500 square feet of living area on the first floor thereof excluding porches.
3. All houses or residences placed or located on the Property must be built with at least ninety percent (90%) new construction materials, and no old or used houses may be moved onto the Property.
4. The Property shall not be used for industrial or manufacturing purposes, and no use of the Property shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of

excessive danger of fire or explosion. Additionally, the Property may not be used for any establishment selling, exhibiting or otherwise marketing lewd, pornographic or sexually explicit materials (including, without limitation, books, pictures, paintings, movies, films or devices); massage parlor or other sexually oriented business; bar or other establishment whose main business is the sale of alcoholic beverages for consumption on premises; sale or storage of petroleum products; dry cleaning establishment; photographic development; or sewage treatment and/or disposal plant, except that a sewage treatment and/or disposal plant to serve only the Property and no other property and which has a capacity/ability to treat no more than 945,000 gallons per day is not prohibited by these restrictive covenants and may be built and operated on the Property.

The restrictive covenants set forth above shall be enforceable by Grantor and its successors and assigns owning all or any part of any property which is currently owned by Grantor and which is adjacent to the Property, all of whom shall have the right to obtain such relief as may be available through any court of law to enjoin, remedy or prevent the breach thereof and to enforce the same and recover actual damages (but not punitive or exemplary damages) for the breach thereof.

EXECUTED on the date set forth in the acknowledgment set forth below to be effective as of the 1 day of May, 2003.

GRANTOR:


**THE HAMILL FOUNDATION,**  
a Texas non-profit corporation

By: Charlie H. Read  
Name: Charlie H. Read  
Its: President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Charlie H. Read, President of The Hamill Foundation, a Texas non-profit corporation, known to me to be the person and officer 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, on behalf of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29<sup>th</sup> day of APRIL ~~May~~, 2003.

Pamela Y. Stanton  
\_\_\_\_\_  
Notary Public, State of Texas  
 PAMELA Y. STANTON  
Notary Public, State of Texas  
My Commission Expires  
NOVEMBER 16, 2007  
\_\_\_\_\_  
Printed Name of Notary  
My Commission Expires: 11-16-03

**EXHIBIT A**

**DESCRIPTION OF 1,142.36 ACRES (HAMILL TRACTS)**  
**PAGE 1 OF 6 PAGES**

BEING A 1,142.36 ACRE TRACT OF LAND IN THE JOHN W. HALL LEAGUE NO. 11, ABSTRACT NO. 68 AND IN THE W.D.C. HALL LEAGUE, ABSTRACT NO. 69, BRAZORIA COUNTY, TEXAS; SAID 1,142.36 ACRE TRACT BEING COMPRISED OF THE FOLLOWING FIVE (5) TRACTS OF LAND: (1) AN 858.36 ACRE TRACT CONVEYED TO CLAUD B. HAMILL FROM RALPH H. FITE AND WIFE, VALERIE W. FITE BY DEED DATED JULY 24, 1963 AND RECORDED IN VOLUME 856, PAGE 601 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS (D.R.B.C.T.); (2) A PORTION OF AN ABANDONED RAILROAD RIGHT-OF-WAY, REFERRED TO AS TRACT NO. 3, CONVEYED TO CLAUD B. HAMILL FROM MISSOURI PACIFIC RAILROAD COMPANY BY DEED DATED JULY 25, 1966 AND RECORDED IN VOLUME 948, PAGE 895 OF THE D.R.B.C.T.; (3) A 209.55 ACRE TRACT CONVEYED TO CLAUD B. HAMILL FROM LUCILE ROBINSON MIEKOW AND CLEMMIE ROBINSON ABNEY BY DEED DATED FEBRUARY 8, 1971 AND RECORDED IN VOLUME 1080, PAGE 215 OF THE D.R.B.C.T.; (4) A 49.791 ACRE TRACT CONVEYED TO CLAUD B. HAMILL FROM CATHERINE MCNEESE AND CATHERINE MCNEESE AS INDEPENDENT EXECUTRIX OF THE ESTATE OF MARGARET KIBER MCBRIDE BY DEED DATED SEPTEMBER 15, 1971 AND RECORDED IN VOLUME 1098, PAGE 232 OF THE D.R.B.C.T.; AND (5) A 13.2446 ACRE TRACT CONVEYED TO CLAUD B. HAMILL FROM R.E. MCBRIDE BY DEED DATED NOVEMBER 24, 1971 AND RECORDED IN VOLUME 1104, PAGE 886 OF THE D.R.B.C.T.; THESE FIVE (5) TRACTS BEING PART OF THOSE TRACTS CONVEYED TO THE HAMILL FOUNDATION FROM HAMILL ENERGY COMPANY BY DEED DATED DECEMBER 1, 1999 AND RECORDED UNDER COUNTY CLERK'S FILE NO. 99-056005 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.); THE BEARINGS USED IN THIS DESCRIPTION ARE GRID BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE; SAID 1,142.36 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a five-eighths inch iron with plastic cap marked "Baker & Lawson" set for the most easterly northeast corner of the herein described tract; said iron rod being on the southwest right-of-way line of F.M. Highway 521 (100 feet width, formerly S.H. 288) at the easterly projection of the most easterly north line of said 858.36 acre tract; same being the northeast corner of said abandoned railroad right-of-way tract;

THENCE South 19° 03' 47" East, along the northeast line of said abandoned railroad right-of-way and the southwest right-of-way line of F.M. Highway 521, at 4,414.73 feet pass the east line of said John W. Hall League, No. 11, Abstract No. 68 and the west line of said W.D.C. Hall League, Abstract No. 69, and continuing for a total distance of 4,745.78 feet to a five-eighths inch iron with plastic cap marked "Baker & Lawson" set for the southeast corner of the herein described tract; from which a found five-eighths inch iron bears South 84° 34' 54" East, 3.27 feet; said found five-eighths inch iron rod is called to be the northeast corner of a 288.630 acre tract conveyed to Wallace Mayad

**EXHIBIT A**

**DESCRIPTION OF 1,142.36 ACRES (HAMILL TRACTS)**  
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from Charles D. Fitch et al by deed dated February 28, 1994 and recorded under County Clerk's File No. 94-008329 of the O.R.B.C.T.;

THENCE South 86° 49' 55" West (called North 89° 52' West), along the south line of said abandoned railroad right-of-way tract, the south line of said 858.36 acre tract, the north line of said 288.630 acre tract, and the north line of a 1,385.4 acre tract conveyed to Claud B. Hamill from J.A. Gray and wife, Elaine Gray dated September 4, 1959 and recorded in Volume 749, Page 652 of the D.R.B.C.T., at 90.15 feet pass the east line of said John W. Hall League, No. 11, Abstract No. 68 and the west line of said W.D.C. Hall League, Abstract No. 69, at 102.62 feet pass a found leaning concrete monument, at 2,866.62 feet pass a five-eighths inch iron rod found 0.44 feet right of this line (called to be at the northwest corner of said 288.630 acre tract and the northeast corner of said 1,385.4 acre tract), and continuing for a total distance of 2,869.75 feet to a one inch iron pipe found for angle point;

THENCE South 86° 45' 03" West, continuing along the south line of said 858.36 acre tract and the north line of said 1,385.4 acre tract a distance of 5,181.69 feet (called North 89° 56' 48" West, 5,180.21 feet) to a concrete monument found for corner at the southwest corner of said 858.36 acre tract; same being an interior ell corner of said 1,385.4 acre tract;

THENCE North 03° 25' 15" West (called North 0° 06' 26" West), along the west line of said 858.36 acre tract and the most northerly east line of said 1,385.4 acre tract a distance of 10.78 feet to a concrete monument found for corner at the southeast corner of said 209.55 acre tract; same being an exterior ell corner of said 1,385.4 acre tract;

THENCE South 86° 42' 14" West (called North 89° 54' 50" West), along the south line of said 209.55 acre tract, the south line of said 49.791 acre tract, the north line of said 1,385.4 acre tract, the north line of a 35.98 acre tract conveyed to Claud B. Hamill from J.A. Gray, Trustee for Elaine Gray and J.A. Gray, Trustee for Emily Gray by deed dated September 4, 1959 and recorded in Volume 749, Page 645 of the D.R.B.C.T., and the most southerly north line of an 11.9 acre tract conveyed to David Nash from Frederick K. Wilson by deed dated August 27, 1993 and recorded under County Clerk's File No. 93-037794 of the O.R.B.C.T., at 1,647.70 feet (called 1,647.23 feet) pass a concrete monument found at the southwest corner of said 209.55 acre tract and the southeast corner of said 49.791 acre tract, at 2,305.27 feet pass a one and one-half inch iron pipe found 1.21 feet left of this line, and continuing for a total distance of 2,425.36 feet to a concrete monument found for corner at the southwest corner of said 49.791 acre tract; same being an interior ell corner of said 11.9 acre tract; from which a found two inch iron pipe bears South 41° 56' West, 6.6 feet;

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**DESCRIPTION OF 1.142.36 ACRES (HAMIL TRACTS)**  
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THENCE North 03° 11' 15" West (called North 00° 10' 50" East), along the west line of said 49.791 acre tract, the east line of said 11.9 acre tract, and the east line of a 48.1 acre tract conveyed to D.R. Alford, Trustee from Ralph Allen Koster, Jr. and wife, Sylvia Frances Koster by deed dated June 11, 1973 and recorded in Volume 1164, Page 38 of the D.R.B.C.T., a distance of 2,425.18 feet to a square three-fourths inch iron rod found for corner at the southeast corner of said 13.2446 acre tract; same being the northeast corner of said 48.1 acre tract;

THENCE South 86° 25' 13" West, along the south line of said 13.2446 acre tract and the north line of said 48.1 acre tract a distance of 649.43 feet (called South 89° 49' 19" West, 649.69 feet) to a five-eighths inch iron rod in concrete found for corner at the southwest corner of said 13.2446 acre tract; same being the southeast corner of a 25 acre tract conveyed to Monroe Harvey from Frank K. Stevens, et al by deed dated May 18, 1932 and recorded in Volume 233, Page 302 of the D.R.B.C.T.;

THENCE North 01° 04' 30" West, along the west line of said 13.2446 acre tract and the east line of said 25 acre tract a distance of 913.58 feet (called North 02° 21' 13" East, 914.53 feet ) to a three-fourths inch iron rod in concrete found at the northwest corner of said 13.2446 acre tract and the northeast corner of said 25 acre tract; same being on a south line of the Sun creek Ranch Subdivision, Section Three as recorded in Volume 23, Pages 1 - 6 of the Plat Records of Brazoria County, Texas (P.R.B.C.T.);

THENCE North 86° 37' 08" East, along the north line of said 13.2446 acre tract and the south line of said Sun creek Ranch Subdivision, Section Three a distance of 614.68 feet (called South 89° 56' 01" East, 615.00 feet) to a concrete monument found for corner at the northeast corner of said 13.2446 acre tract and an interior ell corner of said Sun creek Ranch Subdivision, Section Three;

THENCE South 03° 16' 26" East (called South 00° 10' 50" West), along the east line of said 13.2446 acre tract and the most southerly west line of said Sun creek Ranch Subdivision, Section Three a distance of 545.99 feet to a broken concrete post found for corner at the northwest corner of said 49.791 acre tract and at the most southerly southwest corner of Sun creek Ranch Subdivision, Section Three;

THENCE North 86° 50' 58" East, along the north line of said 49.791 acre tract and the south line of said Sun creek Ranch Subdivision, Section Three, at 763.27 feet pass a five-eighths inch iron with plastic cap marked "Baker & Lawson" found on line, and continuing for a total distance of 778.27 feet (called South 89° 47' 50" East, 777.77 feet) to a 36-inch diameter Live Oak with three hacks on the north, east and west sides for corner at the northeast corner of said 49.791 acre tract; same being the southeast corner of said Sun creek Ranch Subdivision, Section Three; same being on the west line

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## EXHIBIT A

### DESCRIPTION OF 1,142.36 ACRES (HAMIL TRACTS) PAGE 4 OF 6 PAGES

of said 209.55 acre tract;

THENCE North 04° 42' 21" West (called North 0° 10' 50" East), along the west line of said 209.55 acre tract and the most southerly east line of said Sun creek Ranch Subdivision, Section Three a distance of 56.32 feet to a concrete monument found for angle point;

THENCE North 03° 11' 06" West (called North 0° 10' 50" East), continuing along the west line of said 209.55 acre tract and most southerly east line of said Sun creek Ranch Subdivision, Section Three a distance of 2,731.68 feet to a point for the northwest corner of said 209.55 acre tract from which a found concrete monument bears North 03° 11' 06" West a distance of 0.55 feet; said corner being on the common line between the Andrew Robinson League, Abstract No. 125 and said John W. Hall League No. 11; said corner being also the most easterly northeast corner of said Sun creek Ranch Subdivision, Section Three; said corner being also on the south line of Sun creek Ranch Subdivision, Section One as recorded in Volume 21, Pages 361-366 of the P.R.B.C.T.;

THENCE North 86° 47' 52" East, along the common line between said Robinson and Hall Leagues, along the north line of said 209.55 acre tract and the south line of said Sun creek Ranch Subdivision, Section One a distance of 1,625.99 feet (called South 89° 47' 50" East, 1,626.69 feet) to a concrete monument found for angle point at the northeast corner of said 209.55 acre tract and the northwest corner of said 858.36 acre tract;

THENCE North 86° 44' 08" East (called South 89° 55' 44" East), continuing along the common line between said Robinson and Hall Leagues, along the north line of said 858.36 acre tract and the south line of said Sun creek Ranch Subdivision, Section One a distance of 2,223.73 feet to a concrete monument found for angle point at the southeast corner of said Sun creek Ranch Subdivision, Section One; said monument being also at the southwest corner of a tract of land conveyed to Peachy Ridgeway Gilmer by instrument recorded in Volume 744, Page 166 of the D.R.B.C.T.;

THENCE North 86° 44' 49" East (called South 89° 55' 44" East), continuing along the common line between said Robinson and Hall Leagues, along the north line of said 858.36 acre tract and the south line of said Gilmer tract a distance of 1,704.54 feet to a concrete monument found for angle point on the south side of a cross tie gate post at the west end of a gravel road;

THENCE North 86° 47' 57" East, continuing along the common line between said Robinson and Hall Leagues, along the north line of said 858.36 acre tract, the south line of said Gilmer tract and generally along the north line of said road a distance of 262.13 feet (called South 89° 55' 44" East, 262.2 feet) to a five-eighths inch iron with plastic cap marked "Baker & Lawson" set for the most

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EXHIBIT A

DESCRIPTION OF 1,142.36 ACRES (HAMIL TRACTS)

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easterly northeast corner of said 858.36 acre tract; from which a found bent one inch iron pipe bears North 06° 29' East, 1.4 feet;

THENCE South 03° 14' 44" East, along the most northerly east line of said 858.36 acre tract and across said road a distance of 25.70 feet (called South, 26.78 feet) to a two inch iron pipe found at the northeast corner of a 5 acre tract conveyed to Bertha Richardson from J.H. Tigner, et al by deed dated January 6, 1951 and recorded in Volume 495, Page 117 of the D.R.B.C.T.;

THENCE South 87° 23' 02" West, along the most northerly south line of said 858.36 acre tract and the north line of said 5 acre tract a distance of 262.03 feet (called North 89° 26' West, 262.2 feet in the 858.36 acre description and North 89° 20' West, 261.9 feet in the 5 acre description) to a three-fourths inch iron pipe found for angle point;

THENCE South 56° 29' 12" West, along the interior southeasterly line of said 858.36 acre tract and the westerly line of said 5 acre tract a distance of 100.40 feet (called South 59° 42' West, 100.17 feet in the 858.36 acre description and South 59° 40' West, 101.0 feet in the 5 acre description) to a one inch iron pipe found for angle point;

THENCE South 26° 39' 21" East, along the interior easterly line of said 858.36 acre tract and the westerly line of said 5 acre tract a distance of 392.87 feet (called South 23° 23' East, 392.66 feet in the 858.36 acre description and South 23° 24' East, 400.00 feet in the 5 acre description) to a one inch iron pipe found for angle point;

THENCE South 04° 22' 02" East, continuing along the interior easterly line of said 858.36 acre tract and the westerly line of said 5 acre tract a distance of 352.24 feet (called South 0° 17' East, 352.26 feet in the 858.36 acre description and South 0° 30' East, 352.00 feet in the 5 acre description) to a three-fourths inch iron pipe found for angle point;

THENCE South 09° 33' 16" East, continuing along the interior easterly line of said 858.36 acre tract and the westerly line of said 5 acre tract a distance of 228.05 feet (called South 7° 29' East, 239.00 feet in the 858.36 acre description and South 6° 51' East, 220.9 feet in the 5 acre description) to a two inch iron pipe found at the southwest corner of said 5 acre tract; from which a found one inch iron pipe bears South 10° 38' 45" East, 10.34 feet; said one inch iron pipe is called to have been set at the southwest corner of said 5 acre tract in the description of said 858.36 acre tract;

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EXHIBIT A

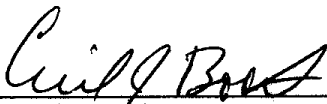
DESCRIPTION OF 1,142.36 ACRES (HAMIL TRACTS)  
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THENCE North 86° 22' 25" East, along the south line of said 5 acre tract a distance of 160.68 feet (called South 89° 57' 56" East in the 858.36 acre description and North 89° 55' East, 160.75 feet in the 5 acre description) to a one-half inch iron pipe found at the southeast corner of said 5 acre tract; from which a found bolt bears South 26° 26' West, 2.2 feet; said corner being also on the west line of a 20.58 acre tract conveyed to Bill O. Ong from Alfred W. Freedman and Albert W. Stein by deed dated May 3, 1974 and recorded in Volume 1203, Page 456 of the D.R.B.C.T.; said 20.58 acre tract being out of the south half of a 53.17 acre described in a Release of Vendor's Lien from Branch T. Masterson to A.G. Arcaro dated March 11, 1920 and recorded in Volume 159, Page 616 of the D.R.B.C.T.;

THENCE South 03° 14' 44" East (called South 0° 18' East in the 20.58 acre description), along the west line of said 20.58 acre tract a distance of 1.28 feet to a one-half inch iron rod found for corner at the southwest corner of said 20.58 acre tract;

THENCE North 86° 57' 22" East, (called South 89° 57' 56" East in the 858.36 acre description and South 89° 53' East, 2,432.12 feet in the 20.58 acre description), along the south line of said 20.58 acre tract, at 2,430.05 feet pass a one-half inch iron rod found at the southeast corner of said 20.58 acre tract, at 2,481.82 feet pass a one-half inch iron rod found 0.64 feet right of this line, and continuing for a total distance of 2,584.57 feet to the POINT OF BEGINNING and containing 1,142.36 acres of land, of which 1,142.03 acres lies within the John W. Hall League No. 11, Abstract No. 68 and 0.33 acres lies within the W.D.C. Hall League, Abstract No. 69. This description is based on a survey performed on the ground in the months of December 2002 and January 2003 by Baker & Lawson, Inc. and is prepared along with a survey plat of the property surveyed.

CERTIFIED CORRECT:



Cecil J. Booth  
Registered Professional Land Surveyor  
Registration No. 2061



Date: 27 January 03  
Job No. 8883  
Revised January 27, 2003

**EXHIBIT B**  
**to Special Warranty Deed**

**“Permitted Encumbrances”**

1. Any rights of adjoining landowners in and to any perimeter fences on, along or adjacent to the boundary lines of the Land.
2. The standard printed exceptions set forth in the standard Texas form of Owner's Policy of Title Insurance for:
  - a) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
  - b) Any title or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities:
    - (i) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
    - (ii) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
    - (iii) to filled-in lands, or artificial islands, or
    - (iv) to statutory water rights, including riparian rights, or
    - (v) to the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.
  - c) Standby fees, taxes and assessments by any taxing authority for the year 2003 and subsequent years, which are not yet due and payable.
3. The restrictive covenants affecting the Property set forth in the Special Warranty Deed to which this Exhibit B is attached.
4. Right of way and pipeline easement fifty (50) feet in width over and across the Property as granted to Phillips Pipe Line Company by instrument recorded in Volume 644, Page 599 of the Deed Records of Brazoria County, Texas.
5. Right of way and pipeline easement traversing the Property as granted to Phillips Pipe Line Company by instrument recorded in Volume 1428, Page 550 of the Deed Records of Brazoria County, Texas.
6. Right of way and pipeline easement traversing the Property as granted to Coastal Transmission Corporation as set out in instrument recorded in Volume 736, Page 445 of the Deed Records of Brazoria County, Texas.

7. Right of way and pipeline easement traversing the Property as granted to Phillips Petroleum Company by instrument recorded in Volume 940, Page 235 of the Deed Records of Brazoria County, Texas.
8. An easement ten (10) feet in width for existing pole lines along the most easterly, east property line of the Property as retained in deed executed by Missouri Pacific Railroad Company recorded in Volume 948, Page 895 of the Deed Records of Brazoria County, Texas.
9. 1/16 royalty interest in and to all oil, gas and other minerals on, in, under, that may be produced from the Property as set forth in instrument recorded in Volume 217, Page 492 of the Deed Records of Brazoria County, Texas.
10. One-half (save and except a 1/32 royalty interest) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same as set forth in instrument recorded in Volume 547, Page 280 of the Deed Records of Brazoria County, Texas.
11. Easement and right of way, traversing the Property as granted to Coastal Transmission Corporation by instrument recorded in Volume 736, Page 452 of the Deed Records of Brazoria County, Texas.
12. Easement and right of way fifty (50) feet in width traversing the Property as granted to Phillips Petroleum Company by instrument recorded in Volume 942, Page 151 of the Deed Records of Brazoria County, Texas.
13. Right of way and pipeline easement traversing the Property as granted to Phillips Pipe Line Company by instrument recorded in Volume 1428, Page 550 of the Deed Records of Brazoria County, Texas.
14. A 1/8 non-participating (except sulphur) royalty interest in and to all oil, gas and other minerals, on, in, under, that may be produced from the Property as set forth in instrument recorded in Volume 641, Page 331 of the Deed Records of Brazoria County, Texas.
15. One-half of all oil, gas and other minerals and all other elements not considered a part of the surface estate as reserved in an instrument recorded in Volume 1080, Page 15 of the Deed Records of Brazoria County, Texas.
16. Right of way and pipeline easement traversing the Property as granted to Coastal Transmission Corporation by instrument recorded in Volume 736, Page 431 of the Deed Records of Brazoria County, Texas.
17. One-half of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same, as set forth in an instrument recorded in Volume 1098, Page 232 of the Deed Records of Brazoria County, Texas.

18. One-half of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same, as set forth in an instrument recorded in Volume 233, Page 302 of the Deed Records of Brazoria County, Texas.
19. One-fourth of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same, as set forth in an instrument recorded in Volume 1104, Page 886 of the Deed Records of Brazoria County, Texas.
20. Ten (10) foot Fence Inset along the Easterly or the Southeasterly side of the Property, Gravel Road across portion of the most Easterly North corner of the Property (adjacent to and situated Northerly of the North line of Bertha Richardson 5 acres of land), and, Overhead Power Line and (3) three Power Poles, (1) TFP and Water Well along the Easterly side of the Property, all as shown on Survey Plat dated January 20, 2003, prepared by Cecil J. Booth, Registered Professional Land Surveyor, Registration No. 2061 (Baker & Lawson, Inc. Job No. 8883).

STATE OF TEXAS  
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



*Joyce Hudman*

County Clerk of Brazoria Co., TX

FILED FOR RECORD

03 MAY -1 PM 1:30

*Joyce Hudman*  
COUNTY CLERK  
BRAZORIA COUNTY TEXAS

Exhibit B – Page 3

HOU:2138313.2