

emp1041.Dc

This conveyance is made and accepted SUBJECT TO the reservations from conveyance and the exceptions to conveyance and warranty stated in Exhibit "B", which is attached hereto and made a part hereof for all purposes.

Restrictions:

1. A fee of \$1.50 per acre per year shall be assessed for the maintenance of the 40 foot wide road easement that extends along a portion of the western boundary line of the Property and which fee shall be paid annually no later than the 30th of January of each year. Grantor is authorized but not obligated to collect this road maintenance charge or maintain such easement. Such charge shall be made by direct billing to the Grantee. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract conveyed, permitting Grantor, or a subsequently formed Road Maintenance Association, such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

2. The Property may not be subdivided if the resulting tracts would be less than 250 acres each.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said D & D DILLEY OF TEXAS, INC., its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said D & D DILLEY OF TEXAS, INC., its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, subject to the above described reservations from and exceptions to conveyance and warranty.

But it is expressly agreed and understood that the Vendor's lien and the superior title are retained and reserved against the above-described property, premises, and improvements until the whole of the described note and all interest thereon are fully paid according to its face and tenor, effect, and reading, when this deed shall become absolute.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the integrity of the Property and to maintain the easement on the