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GF#0590778 Special Warranty Deed with Vendor's Lien VOL. PG.

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

**Date:** January 4, 2006

**Grantor:** EVELYN SUE SMITH

**Grantor's Mailing Address:**  
3402 79<sup>th</sup> Street  
Lubbock, TX 79423

**Grantee:** TERRA VERDE PROPERTIES LIMITED PARTNERSHIP, a Texas limited partnership

**Grantee's Mailing Address:**  
1210 Corbin Ct.  
McLean, VA 22101

**Consideration:** Cash and a note of even date executed by Grantee and payable to the order of TEXASBANK in the principal amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00). The note is secured by a first and superior vendor's lien (to the extent of the purchase price of the Property) and superior title retained in this deed in favor of TEXASBANK and by a first-lien deed of trust of even date from Grantee to Vernon W. Bryant, Jr., Trustee(s).

**Property (including any improvements):**

33.70 acres, more or less, and a 2 acre tract described as Well Site No. 1, in the JOHN CHENOWITH SURVEY, Abstract No. 118, Hood County, Texas, being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof by reference for all purposes

**TOGETHER WITH the following:**

- (1) All rights, privileges and appurtenances pertaining to the Property, including Grantor's right, title, and interest in any utilities, adjacent streets, alleys, strips, gores, and rights-of-way; and,
- (2) Grantor's interest in all licenses and permits relating to the Property, less and except those described in Reservations from Conveyance herein.

**SUBJECT TO,** however, an access easement for vehicular and pedestrian traffic on, over and across the existing easement on the ground that is currently servicing the two (2) acres described in the Warranty Deed of even date from Burton S. Burks, Jr. and Frances Jo Burks to Terra Verde Properties Limited Partnership and recorded in the Real Records, Hood County, Texas. The said access easement reserved therein includes those certain parcels of land described as Easement One and Easement Two in the General Warranty Deed recorded

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in Volume 2002, Page 583, Real Records, Hood County, Texas, which are incorporated herein by reference.

**Reservations from Conveyance:**

1. For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all remaining oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

2. For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of the water rights which Grantor may own in the Property by virtue of any Adjudication of Water Rights in favor of the Grantor or prior owners of the Property, including those certain water rights described in the Certificate of Adjudication Number I2-4061 recorded in Volume 1131, Page 422, Real Records, Hood County, Texas.

**Exceptions to Conveyance and Warranty:**

1. Any and all restrictions, covenants, easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hood County, Texas and to all zoning laws, regulations or ordinances of municipal and other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

2. Estate created by oil, gas and mineral lease granted to Chief Holdings LLC in instruments dated January 15, 2005 recorded in Volume 2080, Page 674; Volume 2080, Page 672 and Volume 2080, Page 670, Real Records of Hood County, Texas.

3. The following outstanding pre-existing rights, title, and interests relating to the Property to which Grantor's ownership is also subject: Liens described as part of the Consideration and any other liens described in this Deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing stand-by fees, taxes, and assessments by any taxing authority for the year 2006 and subsequent years, the standard printed exceptions contained in the promulgated form of title policy unless provided otherwise herein, and the validly existing additional exceptions described in Schedule B of the Owner Policy of Title Insurance issued to Grantee as part of this transaction; however, as for parties in possession, (other than any rights of possession incident to the foregoing exceptions), the Property is conveyed with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers.

**This conveyance is accepted subject to the following restrictive use covenants which shall run with the land and be binding upon the Grantee, its successors and assigns:**

a. The Property shall be developed as quality, lakeside residential community. No building or other structures shall be built, placed, constructed, reconstructed, or altered on this tract other than site built residences and amenities constructed for the benefit of residents of the Property, with appurtenances, and no structure shall be occupied or used until the exterior construction thereof is completed. A minimum of 75% of the Property will be utilized for the construction of single-family homes. A maximum of 25% of the Property will be utilized for the construction of multi-family residences such as town homes, lakeside villas and condominiums and/or hotel. Any subdivision containing any portion of the Property will be called "Abe's Landing"

b. No structure of a temporary character, trailer, mobile, modular, manufactured or prefabricated home, tent, shack, barn or any other structure or building other than the residence to be built thereon shall be placed on any tract permanently and no residence house, garage or

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other structure, appurtenant thereto, shall be moved upon this tract from another location. Unattached garages, workshops or storage buildings shall be allowed provided such structures comply fully with the requirements of this paragraph.

c. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any of the platted property excepting dogs, cats or other household pets not kept for commercial purposes.

d. No part of the Property shall be used or maintained as a dumping ground for garbage, trash, junk, abandoned or unlicensed vehicles or other waste material. No vehicles with expired inspection stickers may remain on any part of the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien (to the extent of the purchase price of the Property) against and superior title to the Property is retained until the note described is fully paid according to its terms, at which time this deed will become absolute.

TEXASBANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien (to the extent of the purchase price of the Property) against and superior title to the Property are retained for the benefit of TEXASBANK and are transferred to TEXASBANK without recourse against Grantor.

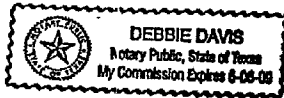
When the context requires, singular nouns and pronouns include the plural.

Evelyn Sue Smith  
EVELYN SUE SMITH

STATE OF TEXAS  
COUNTY OF Lubbock

This instrument was acknowledged before me on January 25, 2006, by  
EVELYN SUE SMITH.

Debbie Davis  
NOTARY PUBLIC, STATE OF TEXAS

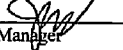


**Buyer's Acceptance of Deed**

The undersigned Buyer hereby accepts and consents to the form of this Deed including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict with the contract Buyer has signed regarding the Property described in this Deed.


TERRA VERDE PROPERTIES LIMITED PARTNERSHIP

By: Texas Topaz I, LLC, General Partner

By:   
John E. Folds, Manager

STATE OF VIRGINIA  
COUNTY OF Fairfax

This instrument was acknowledged before me on January 27, 2006, by John E. Folds, Manager of Texas Topaz I, LLC, a Texas limited liability company, General Partner of TERRA VERDE PROPERTIES LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

  
NOTARY PUBLIC, STATE OF VIRGINIA Nov 30, 2009

AFTER RECORDING RETURN TO  
TERRA VERDE PROPERTIES LIMITED  
PARTNERSHIP  
1210 Corbin Ct.  
McLean, VA 22101

PREPARED IN THE OFFICE OF  
Brown & Walton, P.C.  
107 E. Pearl St.  
Granbury, TX 76048

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TRACT "A"

Being a tract of land situated in the John Chenoweth Survey, Abstract No. 118, Hood County, Texas. Said tract being a portion of Tract "A" as recorded in Volume 1, Page 41 (Slide A-23) of the Plat Records of Hood County, Texas and also as mentioned in a Partition Deed as recorded in Volume 157, Page 413 of the Deed Records of Hood County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a set 5/8 Inch capped iron rod stamped "BHB INC" at a railroad cross tie fence corner post being the northeast corner of said Tract "A" as recorded in said Volume 1, Page 41 (Slide A-23) of said Plat Records, said point of beginning also being the northwest corner of a called 100 acre tract as deeded to Martha Nan Stasney Jamison (1/3 undivided interest) per Warranty Deed recorded in Volume 351, Page 710 of the Deed Records of Hood County, Texas, Margaret Sue Stasney (1/3 undivided interest) per Warranty Deed recorded in Volume 351, Page 712 of said Deed Records, and Leonard W. Stasney (1/3 undivided interest) per Warranty Deed recorded in Volume 351, Page 714 of said Deed Records;

THENCE South 30 degrees 58 minutes 58 seconds East, along the east line of said Tract "A" and the west line of said called 100 acre tract, a distance of 1517.60 feet;

THENCE South 81 degrees 06 minutes 02 seconds West, leaving said west line and along the common line of said Tract "A" and Tract "B" per said plat recorded in Volume 1, Page 41 (Slide A-23) of said Plat Records, passing a found damaged 1/2 Inch Iron rod bent over in a northwest direction at a distance of 1.52 feet and continuing for a total distance of 1,677.34 feet to a point on the 693 contour (BRA datum) on the shore of Lake Granbury;

THENCE the following along the 693 contour (BRA Datum) along the shore of Lake Granbury;

North 19 degrees 01 minutes 37 seconds West, a distance of 39.25 feet;  
North 13 degrees 31 minutes 01 seconds East, a distance of 110.16 feet;  
North 01 degrees 29 minutes 55 seconds West, a distance of 181.28 feet;  
North 01 degrees 27 minutes 28 seconds East, a distance of 164.80 feet;  
North 04 degrees 40 minutes 00 seconds East, a distance of 149.89 feet;  
North 19 degrees 57 minutes 51 seconds West, a distance of 145.76 feet;  
North 01 degrees 56 minutes 38 seconds West, a distance of 155.79 feet;  
North 05 degrees 14 minutes 47 seconds West, a distance of 31.95 feet;

THENCE South 64 degrees 49 minutes 35 seconds East, leaving the 693 contour (BRA Datum) along the shore of Lake Granbury, a distance of 171.51 feet to a set 5/8 Inch capped iron rod stamped "BHB INC" being the beginning of a non-tangent curve to the right whose chord bears North 35 degrees 49 minutes 23 seconds East, a distance of 182.58 feet and having a radius of 225.00 feet;

THENCE Northeasterly, along said non tangent curve to the right through a central angle of 47 degrees 52 minutes 24 seconds, an arc length of 188.00 feet to a set 5/8 Inch capped iron rod stamped "BHB INC";

THENCE North 59 degrees 45 minutes 35 seconds East, a distance of 403.02 feet to a set 5/8 Inch capped iron rod stamped "BHB INC";

THENCE North 30 degrees 09 minutes 42 seconds West, a distance of 125.09 feet to a set 5/8 Inch capped iron rod stamped "BHB INC" on the north line of said Tract "A";

THENCE North 59 degrees 00 minutes 20 seconds East, along the north line of said Tract "A", a distance of 418.42 feet to the POINT OF BEGINNING and containing 1,555,036 Square Feet of 35.70 acres of land, SAVE AND EXCEPT a 87,120 square feet or 2.00 acre tract of land designated as Well site No. 1 leaving a net area of 1,467,916 square feet or 33.70 acres of land.

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WELL SITE NO. 1

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Being a tract of land situated in the John Chenoweth Survey, Abstract No. 118, Hood County, Texas. Said tract being a portion of Tract "A" as recorded in Volume 1, Page 41 (Slide A-23) of the Plat Records of Hood County, Texas and also as mentioned in a Partition Deed as recorded in Volume 157, Page 413 of the Deed Records of Hood County, Texas, said tract being more particularly described by metes and bounds as follows:

COMMENCING at a set 5/8 inch capped iron rod stamped "BHB INC" at a railroad cross the fence corner post being the northeast corner of said Tract "A" as recorded in said Volume 1, Page 41 (Slide A-23) of said Plat Records, said point of commencing also being the northwest corner of a called 100 acre tract as deeded to Martha Nan Stasney (1/3 undivided interest) per Warranty Deed recorded in Volume 351, Page 710 of the Deed Records of Hood County, Texas, Margaret Sue Stasney (1/3 undivided interest) per Warranty Deed recorded in Volume 351, Page 712 of said Deed Records, and Leonard W. Stasney (1/3 undivided interest) per Warranty Deed recorded in Volume 351, Page 714 of said Deed Records; THENCE South 12 degrees 23 minutes 22 seconds West, a distance of 71.16 feet to the POINT OF BEGINNING of said tract hereon described;

THENCE South 30 degrees 09 minutes 40 seconds East, a distance of 295.16 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 59 degrees 50 minutes 20 seconds West, a distance of 295.16 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 30 degrees 09 minutes 40 seconds West, a distance of 295.16 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 59 degrees 50 minutes 20 seconds East, a distance of 295.16 feet to the POINT OF BEGINNING and containing 87,120 Square Feet of 2.00 acres of land.

Any provision herein which restricts the sale, rental, or use of the described real or, partly because of color or race is invalid and unenforceable under Federal Law  
STATE OF TEXAS  
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly recorded in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon



*Sally Oubre*  
SALLY OUBRE, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 9:07 A.M.

FEB 02 2006

*Sally Oubre*  
County Clerk, Hood County, TX