



CENTRAL TEXAS TITLE

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GF#0590780

Special Warranty Deed with Vendor's Lien

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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: BURTON S. BURKS, JR. and FRANCES JO BURKS, husband and wife

Grantor's Mailing Address:
1245 Abes Landing Ct.
Granbury, Texas 76049

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):

37.53 acres of land, more or less, **SAVE AND EXCEPT** (a) 2.00 acres of land, more or less, 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; and further **SAVE AND EXCEPT** (b) 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 above, the said access easement reserved herein includes those certain parcels of land described as Easement One and Easement Two in the General Warranty Deed recorded in Volume 2002, Page 583, Real Records, Hood County, Texas, which are incorporated herein by reference.

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.

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 12-4061 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 standby 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 resident to be built thereon shall be placed on any tract permanently and no residence house, garage or other structure, appurtenant thereto, shall be moved upon this tract from another location.

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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.

Burton S. Burks Jr.
BURTON S. BURKS, JR.

Frances Jo Burks
FRANCES JO BURKS

STATE OF TEXAS
COUNTY OF HOOD

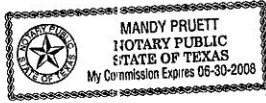
This instrument was acknowledged before me on January 30, 2006, by BURTON S. BURKS, JR.

Mandy Pruett
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF HOOD

This instrument was acknowledged before me on January 30, 2006, by
FRANCES JO BURKS



Mandy Pruett
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: [Signature]
John E. Folds, Manager

STATE OF VIRGINIA
COUNTY OF Fairfax

This instrument was acknowledged before me on January 27th, 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.

[Signature]
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

TRACT "B"

Being a tract of land situated in the John Chenoweth Survey, Abstract No. 118, Hood County, Texas. Said tract being a portion of Tract "B" 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 the northeast corner of said Tract "B" as recorded in said Volume 1, Page 41 (Slide A-23) of said Plat Records;

THENCE South 30 degrees 58 minutes 58 seconds East, along the east line of said Tract "B" and the west line 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, a distance of 653.11 feet,

THENCE South 67 degrees 32 minutes 02 seconds West, leaving said west line and along the common line of said Tract "B" and Tract "C" 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 southwest direction at a distance of 1.15 feet and continuing for a total distance of 2,058.10 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 71 degrees 39 minutes 28 seconds West, a distance of 18.39 feet;
 North 05 degrees 33 minutes 53 seconds West, a distance of 52.71 feet;
 North 47 degrees 08 minutes 58 seconds West, a distance of 57.69 feet;
 North 25 degrees 33 minutes 41 seconds West, a distance of 25.51 feet;
 North 24 degrees 57 minutes 39 seconds East, a distance of 26.33 feet;
 North 10 degrees 48 minutes 13 seconds East, a distance of 22.57 feet;
 North 17 degrees 52 minutes 52 seconds West, a distance of 41.69 feet;
 North 43 degrees 23 minutes 56 seconds West, a distance of 20.98 feet;
 North 00 degrees 24 minutes 38 seconds West, a distance of 23.59 feet;
 North 05 degrees 08 minutes 53 seconds East, a distance of 39.04 feet;
 North 34 degrees 53 minutes 29 seconds West, a distance of 15.15 feet;
 North 71 degrees 26 minutes 33 seconds West, a distance of 12.88 feet;
 North 40 degrees 09 minutes 07 seconds West, a distance of 20.25 feet;
 North 24 degrees 03 minutes 07 seconds East, a distance of 53.57 feet;
 North 17 degrees 36 minutes 57 seconds East, a distance of 39.89 feet;
 North 40 degrees 03 minutes 58 seconds East, a distance of 12.50 feet;
 North 12 degrees 53 minutes 58 seconds West, a distance of 60.02 feet;
 North 58 degrees 01 minutes 58 seconds West, a distance of 27.15 feet;
 North 12 degrees 32 minutes 50 seconds West, a distance of 7.77 feet;
 North 09 degrees 16 minutes 25 seconds East, a distance of 33.30 feet;
 North 34 degrees 39 minutes 46 seconds West, a distance of 20.65 feet;
 North 20 degrees 15 minutes 44 seconds East, a distance of 42.11 feet;
 North 22 degrees 22 minutes 45 seconds West, a distance of 39.83 feet;
 North 01 degrees 18 minutes 25 seconds East, a distance of 28.15 feet;
 North 29 degrees 54 minutes 15 seconds East, a distance of 12.08 feet;
 North 07 degrees 54 minutes 15 seconds East, a distance of 48.93 feet;
 North 19 degrees 52 minutes 04 seconds East, a distance of 29.01 feet;
 North 19 degrees 02 minutes 01 seconds West, a distance of 38.28 feet;
 North 13 degrees 17 minutes 23 seconds East, a distance of 18.10 feet;
 North 10 degrees 29 minutes 54 seconds West, a distance of 40.66 feet;

North 11 degrees 06 minutes 53 seconds East, a distance of 65.99 feet,
North 15 degrees 42 minutes 43 seconds West, a distance of 32.52 feet,
North 15 degrees 32 minutes 37 seconds East, a distance of 74.85 feet,
North 03 degrees 49 minutes 59 seconds East, a distance of 70.50 feet,
North 19 degrees 01 minutes 37 seconds West, a distance of 26.94 feet,

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THENCE North 81 degrees 06 minutes 02 seconds East, leaving the 693 contour (BRA Datum) along the shore of Lake Granbury and along the common line of said Tract "B" and Tract "A" per said plat recorded in Volume 1, Page 41 (Slide A-23) of said Plat Records, a distance of 1,677.34 feet to the POINT OF BEGINNING and containing 1,634,675 Square Feet of 37.53 Acres of Land, save and except the following tract;

Being a tract of land situated in the John Chenoweth Survey, Abstract No. 118, Hood County, Texas. Said tract being a portion of Tract "B" 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 the northeast corner of said Tract "B", THENCE South 68 degrees 44 minutes 41 seconds West, a distance of 1,405.55 feet to a set 5/8 inch capped iron rod "BHB INC" for the POINT OF BEGINNING of said tract hereon described, said point of beginning also being the beginning of a curve to the left whose chord bears South 04 degrees 05 minutes 27 seconds West, a distance of 119.36 feet and having a radius of 325.00 feet;

THENCE southwesterly along said curve to the left through a central angle of 21 degrees 09 minutes 44 seconds, an arc length of 120.04 feet to a set 5/8 inch capped iron rod "BHB INC" for the end of said curve to the left,

THENCE South 06 degrees 29 minutes 25 seconds East, a distance of 65.10 feet to a set 5/8 inch capped iron rod "BHB INC" for the beginning of a curve to the left whose chord bears South 14 degrees 49 minutes 36 seconds East, a distance of 94.24 feet and having a radius of 325.00 feet,

THENCE southeasterly along said curve to the left through a central angle of 16 degrees 40 minutes 22 seconds, an arc length of 94.57 feet to a set 5/8 inch capped iron rod "BHB INC" for the end of said curve to the left,

THENCE South 66 degrees 50 minutes 13 seconds West, a distance of 225.70 feet to a set 5/8 inch capped iron rod "BHB INC" for the beginning of a curve to the left whose chord bears North 36 degrees 16 minutes 34 seconds West, a distance of 60.96 feet and having a radius of 325.00 feet,

THENCE northwesterly along said curve to the left through a central angle of 10 degrees 45 minutes 47 seconds, an arc length of 61.05 feet to a set 5/8 inch capped iron rod "BHB INC" for the end of said curve to the left and the beginning of a reverse curve to the right whose chord bears North 07 degrees 20 minutes 58 seconds West, a distance of 310.01 feet and having a radius of 275.00 feet,

THENCE northwesterly along said curve to the right through a central angle of 68 degrees 37 minutes 00 seconds, an arc length of 329.34 feet to a set 5/8 inch capped iron rod "BHB INC" for the end of said reverse curve to the right,

THENCE North 88 degrees 27 minutes 20 seconds East, a distance of 260.37 feet to the POINT OF BEGINNING and containing 87,157 Square Feet or 2.00 Acres of Land.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS, COUNTY OF HOOD
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 9:00 AM

FEB 02 2006

Sally Oubre
County Clerk, Hood County, TX