



CENTRAL TEXAS TITLE

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GF#0590781

Special Warranty Deed with Vendor's Lien

VOL.

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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:** SUE MELINOSKAS, formerly known as Margaret Sue Stasney;  
LEONARD W. STASNEY, Individually and as Trustee of the MARTHA S. JAMESON TRUST;  
ANNE J. McCAUSLAND, formerly known as Anne Douglas Jameson, Individually and as Successor Trustee of the MARTHA S. JAMESON TRUST;  
DAVID MACK JAMESON, JR., Individually and as Successor Trustee of the MARTHA S. JAMESON TRUST;  
MARCIA D. STASNEY, Trustee of the MARTHA S. JAMESON TRUST;  
and  
JENNIFER LEE JAMESON, acting by my Agent and Attorney in Fact, LEONARD W. STASNEY

**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):**  
87.80 acres of land, more or less, situated 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;

**Reservations from Conveyance:**

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all remaining oil, gas, PG, 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.

**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. 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. 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 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. The preceding notwithstanding, the Grantee may utilize temporary buildings for constructions, sales or information offices.
- b. 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.
- c. 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.

This conveyance will also have the effect of releasing the Grantor's interest in the Right of First Refusal on the Property which said Right of First Refusal was contained within Probate Cause No. 93-08931 in the Probate Court of Tarrant County, Texas in re: Estate of Martha S. Jameson, deceased.

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

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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 \$ \_\_\_\_\_) 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.

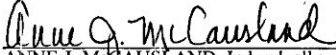
TEXASBANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien (to the extent of \$ \_\_\_\_\_) against and superior title to the Property are retained for the benefit of TEXASBANK and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


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

The effective date of this Deed will be deemed to be the date of execution by the Grantee of the Note and Deed of Trust to TexasBank described herein.

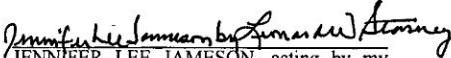
  
SUE MELINOSKAS

  
LEONARD W. STASNEY, Individually and as Trustee of the MARTHA S. JAMESON TRUST

  
ANNE J. McCAUSLAND, Individually and as Successor Trustee of the MARTHA S. JAMESON TRUST

  
DAVID MACK JAMESON, JR., Individually and as Successor Trustee of the MARTHA S. JAMESON TRUST

  
MARCIA D. STASNEY, Successor Trustee of the MARTHA S. JAMESON TRUST

  
JENNIFER LEE JAMESON, acting by my Agent and Attorney in Fact, LEONARD W. STASNEY

#### 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

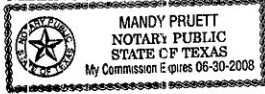
By: Texas Topaz I, LLC, General Partner

By:   
John E. Folds, Manager

STATE OF TEXAS  
COUNTY OF HOOD

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This instrument was acknowledged before me on January 4, 2006, by SUE  
MELINOSKAS



Mandy Pruett  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HOOD

This instrument was acknowledged before me on January 4, 2006, by  
LEONARD W. STASNEY, Individually and as Trustee of the MARTHA S. JAMESON TRUST



Mandy Pruett  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF Denton

This instrument was acknowledged before me on January 04, 2006, by ANNE  
J. McCAUSLAND, Individually and as Successor Trustee of the MARTHA S. JAMESON TRUST



Joni Trent  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HOOD Denton

This instrument was acknowledged before me on January 04, 2006, by DAVID  
MACK JAMESON, JR., Individually and as Successor Trustee of the MARTHA S. JAMESON TRUST

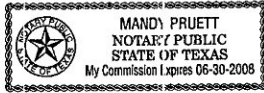


Joni Trent  
NOTARY PUBLIC, STATE OF TEXAS

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STATE OF TEXAS  
COUNTY OF HOOD

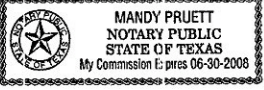
This instrument was acknowledged before me on January 4, 2006, by  
MARCIA D. STASNEY, as Trustee of the MARTHA S. JAMESON TRUST



Mandy Pruett  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HOOD

This instrument was acknowledged before me on January 4, 2006, by LEONARD  
W. STASNEY as Agent and Attorney-in-Fact on behalf of JENNIFER LEE JAMESON.



Mandy Pruett  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF VIRGINIA  
COUNTY OF Fairfax

This instrument was acknowledged before me on January 27<sup>th</sup>, 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.

Jannie M. Alemos  
NOTARY PUBLIC, STATE OF VIRGINIA

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

THEY HEREBY CERTIFY THAT THEY ARE NOTARY PUBLICS AND ARE QUALIFIED TO EXECUTE THIS POWER OF

BEING a tract of land situated in the John Chenoweth Survey, Abstract No. 118, Hood County, Texas, said tract being a portion of a called 100 acre tract 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, 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" being the northwest corner of said called 100 acre tract and also being the northeast corner of Tract "A" as recorded in Volume 1, Page 41 (Slide A-23) of the Plat Records of Hood County, Texas, said beginning point also being the northeast corner of Tract "A" as described in Partition Deed as recorded in Volume 157, Page 413 of said Deed Records;

THENCE North 59 degrees 34 minutes 32 seconds East, along the north line of said 100 acre tract, a distance of 250.08 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE South 30 degrees 25 minutes 28 seconds East, leaving said north line of said 100 acre tract, a distance of 469.62 feet to a set 5/8 inch capped iron rod stamped "BHB INC";

THENCE North 59 degrees 34 minutes 32 seconds East, a distance of 917.99 feet to a set 5/8 inch capped iron rod stamped "BHB INC" being on the westerly Right of Way line of Farm to Market Highway No. 51 (a 120.00 feet wide Right of Way), said set 5/8 inch capped iron stamped "BHB INC" also being the beginning of a non-tangent curve to the left whose chord bears South 24 degrees 24 minutes 36 seconds East, a distance of 436.93 feet and having a radius of 1,970.10 feet.

THENCE in a southeasterly direction along said non-tangent curve to the left and along said westerly Right of Way line of Farm to Market Highway No. 51, through a central angle of 12 degrees 44 minutes 00 seconds, an arc length of 437.83 feet to a found 1/2 inch iron rod for the end of said non-tangent curve to the left.

THENCE South 30 degrees 46 minutes 36 seconds East, continuing along said westerly Right of Way line of Farm to Market Highway No. 51, a distance of 2,906.64 feet to a set 5/8 inch capped iron rod stamped "BHB INC", from said set 5/8 inch capped iron rod stamped "BHB INC" a found 3/8 inch iron rod bears South 30 degrees 46 minutes 36 seconds East, a distance of 2.97 feet;

THENCE South 59 degrees 58 minutes 02 seconds West, leaving said westerly Right of Way line of Farm to Market Highway No. 51 and along the south line of said 100 acre tract and also being the north line of a tract deeded to Brazos River Authority (Tract 427-2) as recorded in Volume 149, Page 416 of said Deed Records, a distance of 1,103.11 feet to a found 1/2 inch iron rod being the southwest corner of said 100 acre tract, also being the southeast corner of Tract "D" as recorded in said Volume 1, Page 41 (Slide A-23) of said Plat Records and also as recorded in General Warranty Deed to Mary Kathryn Burks as recorded in Volume 2002, Page 583 of said Deed Records;

THENCE North 30 degrees 58 minutes 58 seconds West, leaving said south line of the 100 acre tract and the north line of said Brazos River Authority tract along the east line of Tracts "A", "B", "C" and "D" as recorded in said Volume 1, Page 41 (Slide A-23) and the west line of said 100 acre tract, a distance of 3,803.37 feet to the POINT OF BEGINNING and containing 3,824,566 Square Feet or 87.80 Acres of Land

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Any provision hereir 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 Oba*  
SALLY OUBRE, County Clerk  
Hood County, Texas

FILED FOR RECORD  
AT 9:02 A.M.

FEB 02 2006

*Sally Oba*  
County Clerk, Hood County, TX