

RECORDED BY
AMERICAN TITLE COMPANY

20090472861
10/16/2009 RP3 \$24.00

GF _____ SPECIAL WARRANTY DEED

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT WOODMERE DEVELOPMENT CO., LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by EAGLE LANDING COMMUNITY ASSOCIATION, a Texas non-profit corporation ("Grantee") the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee those two (2) certain tracts or parcels of real property in Harris County, Texas more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all rights and appurtenances thereto and all improvements thereon, if any, SAVE AND EXCEPT, as a mineral interest reservation and not as a royalty reservation, all the oil, gas, casinghead gas, condensate, and associated liquid or liquefiable hydrocarbons and all other minerals of any nature whatsoever in, on, and under and that may be produced from the tracts. Such tracts of real property together with all rights and appurtenances thereto (except the mineral estate) and all improvements located thereon, if any, are hereinafter collectively referred to as the "Property". EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES (A) REGARDING THE PHYSICAL CONDITION OF THE PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, (B) THE SOIL CONDITIONS EXISTING AT THE PROPERTY FOR ANY PARTICULAR PURPOSE OR DEVELOPMENT POTENTIAL, AND (C) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES, MATTER, OR MATERIAL IN, ON, OR UNDER THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY WAS SOLD TO AND ACCEPTED BY GRANTEE IN ITS THEN-PRESENT CONDITION, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER EXPRESSED OR IMPLIED".

Grantor hereby expressly releases and waives, on behalf of itself and its legal representatives, successors and assigns, all rights of ingress and egress to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals as set out hereinabove in, on, and under the Property. However, nothing herein contained shall ever be construed to prevent Grantor, its legal representatives, successors and assigns from developing or producing the oil, gas, and other minerals as set out hereinabove, in, on, and under the Property by pooling, by directional drilling under the Property from well sites located on tracts other than the Property, or otherwise so long as Grantor avoids physically entering upon the surface, injuring the subjacent support, or interfering with Grantee's use of the Property. The provisions hereof shall be binding upon and inure to the benefit of Grantor and Grantee and their respective legal representatives, successors and assigns.

This Special Warranty Deed is made and accepted subject to all valid and subsisting

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