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SPECIAL WARRANTY DEED

THE STATE OF TEXAS           §  
  § 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 five (5) 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".

*all*

SEP 2009

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

restrictions, reservations, covenants, conditions, rights-of-way, easements, encumbrances and other matters properly of record in Harris County, Texas affecting the above described property.

TO HAVE AND TO HOLD the Property, exclusive of the oil, gas, and other minerals reserved as set out hereinabove, unto Grantee, its legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property, exclusive of the oil, gas, and other minerals reserved as set out hereinabove, unto the said Grantee, its legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the matters herein.

Grantees' address is: 15915 Katy Hwy #405  
Houston, Texas 77099

EXECUTED this 12<sup>th</sup> day of October, 2008<sup>9</sup>

GRANTOR

WOODMERE DEVELOPMENT CO., LTD.  
a Texas limited partnership  
By: Woodmere GP LLC, a Texas Limited Liability  
Company, General Partner

*Handwritten initials*

By: [Signature]  
Name: Donna Sacks, Manager  
Title: Manager

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donna Sacks, Manager Manager of Woodmere GP, LLC, General Partner of WOODMERE DEVELOPMENT CO., LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of October 2008<sup>9</sup>

[SEAL]

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



My Commission Expires:  
3/07/2011  
Natalie Stempfer  
Printed Name of Notary

1-8897  
1-8897

EXHIBIT "A"

Five (5) Reserves in Eagle Landing, Section Six (6), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Harris County Clerk's Film Code No. 624094, in the Map Records of Harris County, Texas.

- Reserve "A", containing 0.1350 acres of land;
- Reserve "B", containing 0.4945 acres of land;
- Reserve "C", containing 0.2487 acres of land;
- Reserve "D", containing 0.2366 acres of land; and,
- Reserve "E", containing 0.3982 acres of land.

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After recording mail to:

AMERICAN TITLE COMPANY  
OF HARRIS COUNTY  
15915 KATY FREEWAY, SUITE 402  
HOUSTON, TEXAS 77094

American Title Co.  
15915 Katy Fwy, Ste. 170  
Houston, Tx. 77094

*Sherry L. Koyman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2009 OCT 16 AM 9:50

FILED

8580-1-890 ARE

**RECORDER'S MEMORANDUM:**  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blurbouts, additions and changes were present at the time the instrument was filed and recorded.

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, THE STATE OF TEXAS, COUNTY OF HARRIS.  
I hereby certify that this instrument was FILED in the number Sequence on the 16th and at 9:50 a.m. of 2009 and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 16 2009



*Sherry L. Koyman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS