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Parties: BRAZOS RIVER AUTHORITY
to
PATTERSON PK LAND PARTNERSHIP

FILED AND RECORDED
REAL RECORDS

On: 10/25/2010 at 03:21 PM

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By: neysa
Bobbie Smith, County Clerk
Palo Pinto County, Texas
17 Pages



STATE OF TEXAS
COUNTY OF PALO PINTO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Palo Pinto County.

Bobbie Smith, County Clerk

Record and Return To:



HERITAGE TITLE COMPANY OF AUSTIN
ATTN. JOHN BRUCE
401 CONGRESS AVENUE - SUITE 1500
AUSTIN, TX 78701

After recording, return to:

Heritage Title Company of Austin
401 Congress Avenue, Suite 1500
Austin, TX 78701
Attn: John Bruce

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SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF PALO PINTO	§	

EFFECTIVE DATE: October 20, 2010

GRANTOR: BRAZOS RIVER AUTHORITY, a river authority of the State of Texas

GRANTOR'S MAILING ADDRESS: Brazos River Authority
PO Box 7555
Waco, Texas 76714-7555

Or:
4600 Cobbs Drive
Waco, Texas 76710
McLennan County

GRANTEE: PATTERSON PK LAND PARTNERSHIP, LTD., a Texas limited partnership

GRANTEE'S MAILING ADDRESS: Attn: Michael H. Patterson
2310 West Interstate 20, Suite 100
Arlington, Texas 76017
Tarrant County

SPECIAL WARRANTY DEED (PALO PINTO)

1

CONSIDERATION: Cash and a note of even date herewith executed by Grantee and payable to the order of First National Bank in Graham, 623 Elm Street, Graham, Texas 76450 ("Lender") in the principal amount of \$40,400,000.00. The note is secured by a first and superior vendor's lien retained in this deed, and by a first-lien deed of trust of even date herewith from Grantee to Robert A. Coleman, Jr., Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS): The real property situated in Palo Pinto County, Texas, and more particularly described on Exhibits "B", "B-1", "B-2" (save and except that tract described as R207), "B-3", and "C-1", and as depicted on Exhibits "E", "F" (save and except those tracts described as R207 and R207A), "G-1", and "H", in that certain Declaration of Restrictive Covenants, Easements, and Conditions dated September 27, 2010 (the "Declaration"), entered into by Grantor hereunder, as Declarant, and recorded in the Official Public Records of Palo Pinto County at Volume 1739 Page 446, on or about October 18, 2010, which Exhibits are incorporated herein by reference and made a part hereof (the "Land"), together with (a) all of Grantor's right, title and interest in and to the buildings, roads, fixtures, and other improvements situated on the Land (the "Improvements"), save and except (i) that certain dam measurement station and related structures and improvements located on that portion of the Land as further described in Exhibit A attached hereto, which dam measurement station and related structures and improvements are owned by Grantee and are not being conveyed hereunder, (ii) any equipment, fixtures, pipelines, gates, control structures or other appurtenances or facilities which are owned, installed, or used by Grantor in connection with Grantor's operations and are not being conveyed as part of the Improvements hereunder, and (iii) those certain improvements, buildings, houses, and related structures located on the Land, as well as driveways located on leased lots and paved or gravel roads located wholly within an individual commercial leased lot and which serve only that individual commercial leased lot, which are the property of the individual leaseholders and are not part of the Improvements being conveyed hereunder; and (b) all and singular the rights and appurtenances pertaining to any of the foregoing, including without limitation, the right, title and interest of Grantor, if any, in and to adjacent streets, alleys, easements, rights-of-way, and rights of ingress and egress thereto. The Land and Improvements are sometimes collectively referred to herein as the "Property". Grantee, for itself and on behalf of its successors and assigns, hereby acknowledges and agrees that a portion of the boundary of the Land is a meander line that is at or a certain distance from the 1000' contour line (as defined below) of Possum Kingdom Lake (the "Lake"), and as such, the boundary of the Land will change as the 1000' contour line of the Lake changes due to natural forces, such as erosion and accretion. The "1000' contour line" means the line running along the periphery of the Lake if the surface of the Lake is at an elevation of 1000 feet above mean sea level, as measured from the top of the spillway crest gates of the Morris Sheppard Dam, as such line may move and shift from time to time due to natural forces, including erosion and accretion.

EXCEPTIONS TO CONVEYANCE: This conveyance is made and accepted subject to: (i) the encumbrances and other matters (the "Permitted Exceptions") described in that certain Permitted

Exceptions Agreement by and between Grantor and Grantee dated to be effective as of the date of this Deed and which will be filed of record in the Official Public Records of Palo Pinto County, to the extent they are validly existing and affect the Property; (ii) standby fees, taxes and assessments by any taxing authority for the year 2010 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of all of which has been assumed by Grantee; (iii) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or existing by reason of any regulatory, governmental or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature, including, without limitation, Grantor ("Governmental Authorities"); (iv) all riparian rights, water rights, public access rights or other rights of any kind or nature which affect the Property and which are held by or relate to any Governmental Authorities or the public generally; and (v) all reservations, exceptions, covenants, conditions, restrictions and other matters expressly set forth herein, including, without limitation, the Restrictions (defined below).

Grantor excepts and expressly reserves unto itself, its successors and assigns, all of Grantor's right, title and interest in and to the oil, gas, and all other minerals in, on or under the Land; it being understood and agreed that this interest shall be for the benefit of and be owned by Grantor, its respective successors and assigns, and that in no event by warranty, estoppel or otherwise, shall Grantee or Grantee's successors in interest acquire any part of said interest as a result of this conveyance.

Grantor excepts and expressly reserves unto itself, and its successors, assigns, and designees a perpetual right, power, privilege, and easement to occasionally overflow, flood, and submerge that portion of the Property located at or below the elevation contour of 1015' above mean sea level in connection with Grantor's operation and maintenance of the Lake and the Project (defined below). Grantor shall have no liability to Grantee or its successors or assigns, or any lessees of all or any portion of the Property or any other person for any damages, claims, costs, injuries, or liabilities to any person or the Property or any improvements thereon (including Improvements) that are caused by or arise from such overflow or any act or omission by Grantor in connection with the foregoing right and easement.

Grantor, for the Consideration and subject to the Exceptions to Conveyance, grants, sells and conveys to Grantee the Property, TO HAVE AND TO HOLD it unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind 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 Exceptions to Conveyance.

RESTRICTIONS: The Property will not be used for any purpose which would endanger health, create a nuisance, or otherwise be incompatible with the scenic, recreational, and environmental uses and values of the Lake or Morris Sheppard Dam hydroelectric project (the "Project") as defined in Grantor's FERC License for Project No. 1490-003-Texas, as the same may be amended, renewed and/or extended (the "FERC License"), and Grantee (and its successors and assigns) shall take all reasonable precautions to ensure that the construction, operation, and maintenance of any structures, improvements, or facilities currently located or to be located on the Land will occur in a manner that is in compliance with the FERC License and that will protect the scenic, recreational, and environmental values of the Lake and Project (collectively, the "Restrictions"). Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions and restrictions, whether mandatory, prohibitive, permissive or administrative, to regulate the uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property and are for the benefit of both the Property and Grantor's Retained Land (as defined and described in the Declaration and in those certain Declaration of Restrictive Covenants, Easements, and Conditions dated September 27, 2010, entered into by Grantor, as Declarant and recorded in the Official Public Records of Stephens County (at Volume 1986 Page 1), Young County (at Volume 1082 Page 149), and Jack County (at Volume 849 Page 95) on or about October 18, 2010); (b) privity of estate exists by reason of Grantor's ownership of the Property; (c) notice is hereby given by filing this instrument in the real property records of the counties in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor and Grantee and their respective successor's and assigns. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, are enforceable by Grantor, and inure to the benefit of Grantor and Grantee, and their respective successors and assigns forever. The Restrictions may not be modified or terminated, in whole or in part, except with the consent of Grantor and the owner of the Property, and then only by written instrument duly executed and acknowledged by the Grantor and the owner of the Property and recorded in the office of the recorder of the counties in which the Property is situated. In addition, no structures or improvements that impact or artificially amend or alter the FERC Project Area (as defined below), shoreline of the Lake (including the 1000' contour line), or the lakebed, shall be constructed on the Property by Grantee or Grantee's successors and assigns, without the prior written approval of Grantor, in its sole discretion. The foregoing restriction runs with the land and is binding on Grantee and Grantee's successors and assigns forever, is enforceable by Grantor, and inures to the benefit of Grantor and Grantee and their respective successors and assigns forever.

GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS INVESTIGATION AND EXAMINATION OF THE PROPERTY AND GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE

PURCHASER OF REAL PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR THE WARRANTY OF TITLE SPECIFICALLY SET FORTH HEREIN. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY GRANTOR, EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN CONTRACT FOR SALE DATED EFFECTIVE JULY 27, 2009 BY AND BETWEEN GRANTOR AND GRANTEE (AS AMENDED, THE "CONTRACT"). FURTHER, GRANTEE AGREES THAT GRANTOR IS NOT LIABLE TO GRANTEE FOR, AND GRANTEE HEREBY FULLY AND FINALLY RELEASES AND DISCHARGES GRANTOR, ITS PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND ATTORNEYS FROM, AND GRANTEE ASSUMES ALL RISK AND LIABILITY FOR, AND INDEMNIFIES, AND HOLDS GRANTOR HARMLESS FROM, ANY AND ALL CLAIMS FOR COSTS, EXPENSES, PENALTIES, LOSSES, LIABILITIES, DAMAGES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING FROM OR RELATED TO THE OWNERSHIP, USE, PHYSICAL CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER OR NOT SUCH CLAIM IS ALLEGED TO ARISE FROM THE NEGLIGENCE OF GRANTOR.

WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (I) MATTERS OF TITLE OTHER THAN AS EXPRESSLY PROVIDED HEREIN, (II) ZONING, (III) TAX CONSEQUENCES, (IV) PHYSICAL OR ENVIRONMENTAL CONDITIONS, INCLUDING THE CONDITION

OF THE SOIL OR WATER, GEOLOGY, THE EXISTENCE OF HAZARDOUS OR TOXIC MATERIALS IN OR ON THE LAND, (V) AVAILABILITY OF UTILITIES OR OTHER SERVICES TO THE LAND, (VI) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (VII) OPERATING HISTORY OR PROJECTIONS, (VIII) VALUATION OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE PROPERTY, (IX) GOVERNMENTAL APPROVALS, (X) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (B) THE MANNER OR QUALITY OF THE CONSTRUCTION OR THE WORKMANSHIP OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, (C) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, AND (D) THE EXISTENCE OF KNOWN OR UNKNOWN FAULTS. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S EFFORTS WITH REGARD TO THE PLANNING, OR PLATTING PROCESS OF ANY MUNICIPALITY, PALO PINTO, STEPHENS, OR YOUNG COUNTIES, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT ALL OR A PORTION OF THE PROPERTY MAY NOT CURRENTLY MEET OR COMPLY WITH, AND GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW MEETS OR COMPLIES WITH, OR IN THE FUTURE WILL MEET OR COMPLY WITH, THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF THE STATE OF TEXAS, ANY MUNICIPALITY, THE COUNTIES OF PALO PINTO, STEPHENS, OR YOUNG, OR ANY OTHER AUTHORITY (INCLUDING GRANTOR) OR JURISDICTION. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE, AT GRANTEE'S EXPENSE, SHALL BE RESPONSIBLE FOR BRINGING SUCH PROPERTY INTO COMPLIANCE WITH ANY SUCH CODES OR REGULATIONS, AS APPLICABLE.

NOTWITHSTANDING ANY SEEMING CONTRADICTION, IT IS AGREED AND UNDERSTOOD THAT THE FOREGOING PROVISIONS ARE LIMITED SO AS TO NOT BE CONSTRUED AS DIMINISHING OR NEGATING (I) GRANTOR'S RESPONSIBILITY FOR ANY REPRESENTATIONS PROVIDED IN THE CONTRACT (BUT ONLY TO THE EXTENT EXPRESSLY PROVIDED AND FOR THE DURATION STATED), AND (II) ANY WARRANTY OF TITLE SET FORTH HEREIN.

EXECUTORY INTEREST IN FERC BUFFER: Grantor excepts from this conveyance and expressly reserves unto itself, its successors and assigns, all right, title, interest in, and

ownership of the FERC Buffer (as defined in the Declaration and described in Exhibit "D" (save and except those tracts referenced as R207 and R207A) and depicted in Exhibit "F" (save and except those tracts referenced as R207 and R207A) to the Declaration), and it is Grantor's intent that the conveyance of real property by this deed expressly excludes the FERC Buffer, it further being the intent of Grantor that the doctrine of strips and gores shall not apply to the FERC Buffer and Grantee shall have no right, title, or interest in and to the FERC Buffer except the executory interest provided for below.

Grantor, for the Consideration and subject to the Exceptions to Conveyance, grants, sells and conveys to Grantee an executory interest in the FERC Buffer, to hold from and after the date hereof, and which interest shall vest in Grantee (or its successors and assigns), if at all, at such time as either (a) the Federal Energy Regulatory Commission ("FERC") amends the FERC License to remove the FERC Buffer from the boundaries prescribed by the FERC License ("FERC Project Area") such that the FERC Buffer is no longer subject to regulation by FERC, or (b) the FERC License expires (and is not renewed) or is otherwise terminated and thus the FERC Buffer is no longer subject to regulation by FERC (such time of removal from FERC regulation being the "Time of Removal"). Upon satisfaction of the foregoing condition, this conveyance shall be automatically effective without necessity of further documentation.

To have and to hold the FERC Buffer (to the extent no longer subject to regulation by FERC) unto Grantee, and Grantee's heirs, successors and assigns, from and after the Time of Removal. Grantor does hereby bind Grantor and Grantor's heirs and successors to WARRANT AND FOREVER DEFEND, all and singular, the FERC Buffer 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 Exceptions to Conveyance. From and after the date of the Time of Removal, the FERC Buffer (to the extent no longer subject to regulation by FERC) shall be considered to be a part of the Property conveyed by this deed, and all references to Land and Improvements shall be deemed to include all the land and improvements that relate to the FERC Buffer. If, as of the Time of Removal, Grantee has conveyed any part of the Property to another (a "Subsequent Grantee") the Subsequent Grantee shall be the beneficiary of the executory interest granted by this deed but only as to the portion of the FERC Buffer located adjacent to the Subsequent Grantee's property, as measured by extending the boundary lines on both sides of the Subsequent Grantee's property in a straight line across the FERC Buffer to the then current 1000' contour line of the Lake (or, if such portion cannot reasonably be measured as set forth above, then as otherwise determined by Grantee), and all right, title and interest in such adjacent portion of the FERC Buffer shall immediately vest in the Subsequent Grantee without the necessity of any additional written conveyance.

Grantor excepts and expressly reserves unto itself, and its successors, assigns, and designees, a perpetual, free of charge, nonexclusive easement, license, right and privilege in, to,

on, over, under, along and across the FERC Buffer, in common with Grantee (or Subsequent Grantee, or its successors and assigns), for vehicular and/or pedestrian access to and from (and from and to) Grantor's Retained Property and the Lake for the purpose of allowing Grantor to access Grantor's Retained Property and the Lake and to permit Grantor to fulfill its obligations as a river authority, licensee under the FERC License, or any other obligations of Grantor pursuant to state water rights or governmental regulations. Notwithstanding anything herein to the contrary, if the Time of Removal does not occur on or before the earlier of (i) August 31, 2040 (such date being the 21st anniversary of the expiration date [before any extensions or renewals] of the FERC License in effect as of the Effective Date of this deed), or (ii) ten days after the expiration (including any extensions or renewals) of the FERC License in effect as of the Effective Date of this deed, then any executory interest of Grantee or any Subsequent Grantee(s) in and to any portion of the FERC Buffer not removed from the FERC License prior to such date shall be null and void and of no further force or effect.

Lender, 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 against the Property is retained for the benefit of Lender, and Lender will hold superior title in and to the Property and the title in the Grantee will not become absolute until the note is paid in full according to the face, effect and reading thereof.

[SIGNATURE AND ACKNOWLEDGMENT PAGES OF GRANTOR AND GRANTEE
IMMEDIATELY FOLLOW]

[GRANTOR'S SIGNATURE AND ACKNOWLEDGMENT PAGE
TO SPECIAL WARRANTY DEED (PALO PINTO)]

GRANTOR:

BRAZOS RIVER AUTHORITY,
a river authority of the State of Texas

By: *Phillip Ford*

Name: Phillip Ford

Title: General Manager/CEO

STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on the 4th day of October, 2010,
by Phillip Ford, General Manager/CEO of Brazos River Authority, a river authority of the State of
Texas, on behalf of such river authority.



Natalie Marie Kinnaird
Notary Public in and for the State of Texas

[GRANTEE'S SIGNATURE AND ACKNOWLEDGMENT PAGE
TO SPECIAL WARRANTY DEED (PALO PINTO)]

GRANTEE'S ACCEPTANCE OF DEED

Patterson PK Land Partnership, Ltd., a Texas limited partnership, Grantee, accepts the attached deed and consents to its form and substance. Grantee agrees to the obligations imposed on Grantee by the terms of the deed.

GRANTEE:

PATTERSON PK LAND PARTNERSHIP, LTD.,
a Texas limited partnership

By: PATTERSON PK LAND MANAGEMENT
GP, LLC, a Texas limited liability company,
its general partner

By: 
Name: Michael H. Patterson
Title: Manager

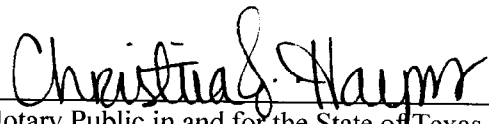
STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 5 day of October, 2010, by Michael H. Patterson, Manager of Patterson PK Land Management GP, LLC, a Texas limited liability company, general partner of Patterson PK Land Partnership, Ltd., a Texas limited partnership, on behalf of such limited liability company and limited partnership.




Notary Public in and for the State of Texas

SPECIAL WARRANTY DEED (PALO PINTO)

10

EXHIBIT A TO SPECIAL WARRANTY DEED (PALO PINTO)

Description of Measurement Station Land

[See Attached]

EXHIBIT "A"

DESCRIPTION FOR
SURVEY MEASUREMENT STATION
LOTS A1 B.R.A. & A2 B.R.A., BLOCK A
THE RANCH ON POSSUM KINGDOM LAKE

BEING 0.8893 OF ONE ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. CO. SURVEY, ABSTRACT 138 AND B.B.B. & C.R.R. CO. SURVEY, ABSTRACT 103, PALO PINTO COUNTY, TEXAS AND BEING PART OF THOSE CERTAIN LOTS A1 B.R.A. AND A2 B.R.A, BLOCK A, THE RANCH OF POSSUM KINGDOM SECTION 1, RECORDED IN VOLUME 7, PAGE 80, DEED RECORDS, PALO PINTO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON PIPE FOUND FOR THE COMMON CORNER OF LOTS A2, A2 B.R.A., A3, AND A3 B.R.A., SAID BLOCK A, HAVING GRID COORDINATES OF N 7,000,415.87 E 1,989,375.82, FROM WHICH POSSUM KINGDOM CONTROL MONUMENT No. 5, A 3 1/2-INCH ALUMINUM DISC IN CONCRETE, BEARS NORTH 77°21'12" EAST, 1,263.26 FEET;

THENCE NORTH 59° 14' 44" EAST ALONG THE COMMON LINE OF SAID LOTS A2 B.R.A. AND A2, 128.75 FEET;

THENCE NORTH 75° 37' 56" EAST PASSING A 1/2-INCH IRON ROD FOUND FOR THE COMMON CORNER OF LOTS A2, A2 B.R.A., A1 AND A1 B.R.A. SAID BLOCK A AT 45.58 FEET, CONTINUING IN ALL 174.48 FEET TO A MAG NAIL SET FOR THE COMMON NORTHEASTERLY CORNER OF LOTS A1 AND A1 B.R.A., SAID BLOCK A;

THENCE SOUTH 19° 24' 08" EAST ALONG THE EASTERLY LINE OF SAID LOT A1 B.R.A., PASSING A MAG NAIL SET AT 2.0 FEET, CONTINUING IN ALL 55.72 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT AND BEING 50-FOOT LANDWARD FROM THE 1,000-FOOT CONTOUR LINE OF POSSUM KINGDOM LAKE;

THENCE ALONG A LINE BEING PARALLEL AND 50-FOOT LANDWARD FROM THE SAID 1,000-FOOT CONTOUR LINE OF POSSUM KINGDOM LAKE THE FOLLOWING TWELVE (12) COURSES:

SOUTH 43° 48' 42" WEST, 37.80 FEET;

SOUTH 68° 19' 58" WEST, 14.54 FEET;

SOUTH 62° 59' 49" WEST, 46.59 FEET;

SOUTH 63° 28' 13" WEST, 38.06 FEET;

SOUTH 44° 02' 30" WEST, 39.24 FEET;

SOUTH 58° 37' 38" WEST, 34.32 FEET;

SOUTH 43° 49' 40" WEST, 41.80 FEET;

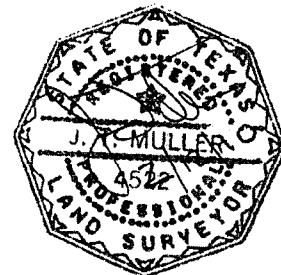
SOUTH 58° 02' 59" WEST, 28.81 FEET;

SOUTH 57° 06' 23" WEST, 52.42 FEET;

SOUTH 63° 54' 15" WEST, 44.19 FEET;

SOUTH 43° 46' 34" WEST, 34.80 FEET;

SOUTH 66° 44' 27" WEST, 25.04 FEET TO THE COMMON LINE OF LOTS A2 B.R.A., AND A3 B.R.A., SAID BLOCK A;



THENCE NORTH 17° 02' 47" EAST ALONG SAID COMMON LINE, PASSING A MAG NAIL SET AT 106.30 FEET, CONTINUING IN ALL 197.30 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 0.8893 OF ONE ACRE OR 38,740 SQUARE FEET OF LAND.

EXHIBIT "A"

FEDERAL ENERGY REGULATORY COMMISSION (F.E.R.C.) AREA DESCRIPTION
SURVEY MEASUREMENT STATION
LOTS A1 B.R.A. & A2 B.R.A., BLOCK A
THE RANCH ON POSSUM KINGDOM LAKE

BEING 0.5326 OF ONE ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. CO. SURVEY, ABSTRACT 138 AND B.B.B. & C.R.R. CO. SURVEY, ABSTRACT 103, PALO PINTO COUNTY, TEXAS AND BEING PART OF THOSE CERTAIN LOTS A1 B.R.A., AND A2 B.R.A., BLOCK A, THE RANCH OF POSSUM KINGDOM SECTION 1, RECORDED IN VOLUME 7, PAGE 80, DEED RECORDS, PALO PINTO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE COMMON LINE OF LOTS A2 B.R.A. AND A3 B.R.A., OF SAID BLOCK A BEING SOUTH 17°02'47" WEST FROM A 1/2-INCH IRON PIPE FOUND FOR THE COMMON CORNER OF LOTS A2, A2 B.R.A., A3, AND A3 B.R.A., OF SAID BLOCK A, HAVING GRID COORDINATES OF N 7,000,415.87 E 1,989,375.82, SAID 1/2-INCH IRON PIPE FOUND BEARS SOUTH 77°21'12" WEST, 1,263.26 FEET FROM POSSUM KINGDOM CONTROL MONUMENT No. 5, A 3 1/2-INCH ALUMINUM DISC IN CONCRETE;

THENCE ALONG A LINE BEING PARALLEL AND 50-FOOT LANDWARD FROM THE 1,000-FOOT CONTOUR LINE OF POSSUM KINGDOM LAKE THE FOLLOWING TWELVE (12) COURSES:

NORTH 66° 44' 27" EAST 25.04 FEET TO A POINT ON A LINE.

NORTH 43° 46' 34" EAST, 34.80 FEET;

NORTH 63° 54' 15" EAST, 44.19 FEET;

NORTH 57° 06' 23" EAST, 52.42 FEET;

NORTH 58° 02' 59" EAST, 28.81 FEET;

NORTH 43° 49' 40" EAST, 41.80 FEET;

NORTH 58° 37' 38" EAST, 34.32 FEET;

NORTH 44° 02' 30" EAST, 39.24 FEET;

NORTH 63° 28' 13" EAST, 38.06 FEET;

NORTH 62° 59' 49" EAST, 46.59 FEET;

NORTH 68° 19' 58" EAST, 14.54 FEET;

NORTH 43° 48' 42" EAST, 37.80 FEET TO THE EASTERLY LINE OF LOT A1 B.R.A., SAID BLOCK A;

THENCE SOUTH 19° 24' 08" EAST ALONG SAID EASTERLY LINE, 56.01 FEET TO THE SAID 1,000-FOOT CONTOUR LINE OF POSSUM KINGDOM LAKE BEING THE SOUTHEASTERLY CORNER OF SAID TRACT;

THENCE ALONG SAID 1,000-FOOT CONTOUR LINE OF POSSUM KINGDOM LAKE THE FOLLOWING FOURTEEN (14) COURSES:

SOUTH 43° 48' 42" WEST, 23.42 FEET;

SOUTH 68° 19' 58" WEST, 23.08 FEET;

SOUTH 62° 59' 49" WEST, 44.47 FEET;

SOUTH 63° 28' 13" WEST, 29.70 FEET;

SOUTH 44° 02' 30" WEST, 37.08 FEET;

EXHIBIT "A"

SOUTH 58° 37' 38" WEST, 34.23 FEET;

SOUTH 43° 49' 40" WEST, 41.55 FEET;

SOUTH 58° 02' 59" WEST, 34.64 FEET;

SOUTH 57° 06' 23" WEST, 54.98 FEET;

SOUTH 63° 54' 15" WEST, 38.28 FEET;

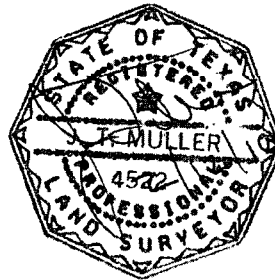
SOUTH 43° 46' 34" WEST, 36.09 FEET;

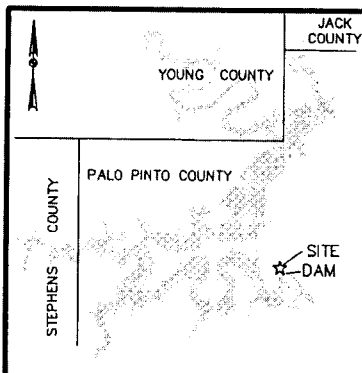
SOUTH 66° 44' 27" WEST, 40.94 FEET;

SOUTH 45° 09' 48" WEST, 43.41 FEET;

SOUTH 57° 21' 25" WEST, 11.61 FEET TO THE SAID COMMON LINE OF LOTS A2 B.R.A., AND A3 B.R.A.;

THENCE NORTH 17° 02' 47" EAST ALONG SAID COMMON LINE, 88.98 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 0.5326 OF ONE ACRE OR 23,199 SQUARE FEET OF LAND.



VICINITY MAP
NOT TO SCALE

ACREAGE TABLE
LEASE BLOCK: 0.8893 OF ONE ACRE
F.E.R.C. BUFFER AREA: 0.5326 OF ONE ACRE
SURVEY BLOCK: 1.4219 ACRES TOTAL

NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202).

2) 1,000-FOOT CONTOUR ELEVATION OF POSSUM KINGDOM LAKE IS DETERMINED BASED ON MEASUREMENTS FROM THE TOP OF THE EXISTING SPILLWAY CREST GATES AT THE MORRIS SHEPPARD DAM BEING AT ELEVATION 1,000-FEET ABOVE MEAN SEA LEVEL" AS NOTED IN FEDERAL POWER COMMISSION REPORT PROJECT NO. 1490 - TEXAS ON JUNE 2, 1938.

3) SET = 5/8" IRON ROD W/CAP STAMPED "AECOM" SET; D.R.P.P.C.T.= DEED RECORDS, PALO PINTO COUNTY, TEXAS; P.R.P.P.C.T.= PLAT RECORDS, PALO PINTO COUNTY, TEXAS; F.E.R.C.= FEDERAL ENERGY REGULATORY COMMISSION; J.R.P.P.C.T.= JUDGEMENT RECORDS COUNTY, PALO PINTO, TEXAS.

4) LEGAL DESCRIPTIONS TO ACCOMPANY THIS SURVEY.

SURVEYORS CERTIFICATE

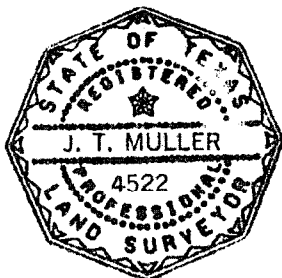
TO: BRAZOS RIVER AUTHORITY, PATTERSON PK LAND PARTNERSHIP, LTD., AND HERITAGE TITLE COMPANY OF AUSTIN, INC.

I, JAMES T. MULLER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4522, HEREBY STATE THAT A SURVEY OF THE REAL PROPERTY DESCRIBED IN SEPARATE LEGAL DESCRIPTION AS NOTED HEREON, WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN HEREON IS CORRECT AS DETERMINED BY SAID SURVEY.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

JAMES T. MULLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4522

DATE: FEBRUARY 12, 2010

EXHIBIT "B" SHOWING
1.4219 ACRES

LOTS A2 B.R.A. & A3 B.R.A., BLOCK A
THE RANCH ON POSSUM KINGDOM LAKE
C.E.P.I. & M. CO. SURVEY, ABSTRACT 138
B.B.B. & C.R.R. CO. SURVEY, ABSTRACT 103
PALO PINTO COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N59°14'44"E	128.75'
L2	N75°37'56"E	174.48'
L3	S19°24'08"E	55.72'
L4	S43°48'42"W	37.80'
L5	S68°19'58"W	14.54'
L6	S62°59'49"W	46.59'
L7	S63°28'13"W	38.06'
L8	S44°02'30"W	39.24'
L9	S58°37'38"W	34.32'
L10	S43°49'40"W	41.80'
L11	S58°02'59"W	28.81'
L12	S57°06'23"W	52.42'
L13	S63°54'15"W	44.19'
L14	S43°46'34"W	34.80'
L15	S66°44'27"W	25.04'
L16	N17°02'47"E	197.30'
L17	S19°24'08"E	56.01'
L18	S43°48'42"W	23.42'
L19	S68°19'58"W	23.08'
L20	S62°59'49"W	44.47'
L21	S63°28'13"W	29.70'
L22	S44°02'30"W	37.08'
L23	S58°37'38"W	34.23'
L24	S43°49'40"W	41.55'
L25	S58°02'59"W	34.64'
L26	S57°06'23"W	54.98'
L27	S63°54'15"W	38.28'
L28	S43°46'34"W	36.09'
L29	S66°44'27"W	40.94'
L30	S45°09'48"W	43.41'
L31	S57°21'25"W	11.61'
L32	N17°02'47"E	88.98'

AECOM

AECOM USA GROUP, INC.
1200 SUMMIT AVENUE, SUITE 600
FORT WORTH, TEXAS 76102
WWW.AECOM.COM
817.698.6770

SHEET 1 OF 2

Date: 11/02/09

Project No. 60052528.103

60052528 SMS
Station.dwg

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

LEGEND
● = CORNER MARKER "AS NOTED"

GOVERNOR'S COVE COURT
CA-21
60-FOOT WIDE RIGHT-OF-WAY
VOLUME 7, PAGE 80 D.R.H.C.T.

THE RANCH ON POSSUM KINGDOM SECTION 1
VOLUME 7, PAGE 90
D.R.P.P.C.T.

POSSUM KINGDOM LAKE
THE BRAZOS RIVER CONSERVATION AND RECLAMATION DISTRICT
TRACT 2-1-45
VOLUME 182, PAGE 142
D.R.P.P.C.T.

EXHIBIT "B" SHOWING
1.4219 ACRES
LOTS A2 B.R.A. & A3 B.R.A., BLOCK A
THE RANCH ON POSSUM KINGDOM LAKE
C.E.P.I. & M. CO. SURVEY, ABSTRACT 138
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SHEET 2 OF 2

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