

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

DATE: June 19, 2014

GRANTOR: LINDA LACROSS, a Single Person
5239 Boggy Creek Road
Brenham, Texas 77833
Washington County

GRANTEE: MICHAEL DONOVAN and wife, MELISSA DONOVAN
13110 Conifer Road
Houston, Texas 77079
Harris County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All that certain tract or parcel of land, lying and being situated in Washington County, Texas out of the J.W. Cole League, Abstract No. 32, containing 36.533 acres of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated November 18, 2003, executed by John Henry Crowe and Prentiss G. Crowe, Jr. as Independent Co-Executors of the Estate of Rosalie F. Crowe, Deceased, et al, to Patricia Ryan, recorded at Volume 1103, Page 547, Official Records, Washington County Texas.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR GRANTOR'S WARRANTY OF TITLE AS HEREINABOVE PROVIDED, GRANTOR DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY STATEMENTS OR OPINIONS REGARDING THE CONDITION OF THE

3279

Deed to adjoining property with deed restriction

PROPERTY, AT COMMON LAW, BY STATUTE, OR OTHERWISE, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATIONS, THE WATER, SOIL, AND GEOLOGY; (B) THE SUITABILITY, OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (E) THE FLOOD HAZARD STATUS OF THE PROPERTY; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, AND GRANTOR DOES NOT MAKE AND IS NOT MAKING ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as herein defined) ON, UNDER, ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, AND REGULATIONS CONCERNING HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS PURCHASING THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION, AND KNOWLEDGE OF THE PROPERTY AND GRANTEE IS RELYING UPON GRANTEE'S OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, EXCEPT FOR GRANTOR'S WARRANTY OF TITLE, GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND GRANTOR MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EXCEPT AS SET FORTH ABOVE, GRANTEE ACCEPTS THE PROPERTY WITHOUT REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION BASED ON GRANTEE'S OWN INSPECTION AND INVESTIGATION. THE PROPERTY MAY BE IN NEED OF REPAIR AND THIS IS REFLECTED IN THE PURCHASE CONSIDERATION. THIS PARAGRAPH IS MATERIAL TO THE BARGAIN BETWEEN THE GRANTOR AND GRANTEE.

2. The Property is sold and transferred by Grantor to Grantee subject to the following Restrictive Covenants:

- a. The Property shall be used for single-family residence purposes. Therefore, commercial uses (such as retail, or industrial) and multi-family residences shall not be permitted. Only residences of at least 1400 square feet, excluding the garage, shall be erected on the Property conveyed. Structures of a temporary character, including railroad passenger cars, box cars, cabooses, old school buses, and the like shall not be used or stored on the Property.

In the event a house is moved onto the Property, the same must be completed and made inhabitable within ninety (90) days, including the exterior, and must be renovated within such time, so that the house has been placed in an attractive condition.

- b. No towers used for commercial purposes (such as cell phone, radio transmission, wind energy) are allowed.
- c. Mobile homes and manufactured homes are prohibited; provided however, this shall not be interpreted to prohibit an owner of a portion of the Property from storing that person's travel trailer on their portion of the Property, provided it is not used as a permanent residence.
- d. No dumping or storing of trash, refuse, recyclables, or any toxic materials shall be permitted upon the Property.
- e. No fertilizer derived from human or animal waste shall be used upon or stored on the Property.
- f. No swine, feed lots, commercial poultry or hoof stock, or commercial kennel operations of any kind shall be permitted on the Property. More than one (1) head of livestock per acre, cow-calf unit per acre, shall be pastured in lands herein conveyed.
- g. Any lot or pen where livestock are kept or raised shall be kept maintained in a neat and clean condition so as to minimize odors, flies, and other insects, and prevent the same from becoming a nuisance to other owners of property adjacent and/or contiguous, and in the surrounding area.
- h. No billboards or commercial signs shall be permitted upon the Property except signs that are smaller than nine (9) square feet.
- i. Abandoned or junk vehicles, machinery, and appliances shall not be placed upon the Property unless enclosed in a garage or barn and hidden from view. No auto wreckage or salvage yard shall be permitted on the Property.

- j. Construction or placement of any building located nearer than one hundred (100) feet to the common property line between the Grantor's retained property and the Property is prohibited. The term "building" as used herein shall mean main structures, porches (whether screened or unscreened), breezeways, attached or detached garages, porte cocheres, decks, projections covered by a roof, patios, and decks (whether covered or uncovered), barns, sheds, gazebos, well house, and similar and dissimilar structures.
- k. No outdoor toilets or privies shall be erected upon the herein described Property, but only approved type septic tanks and waste water wells shall be used on said premises, and same shall be constructed and maintained in accordance with the standards specified by the State Department of Health, or other governmental agencies whose rules and regulations govern installation and use of sewerage disposal systems.
- l. No portion of the Property shall be subdivided into any tract that is less than ten (10) acres.
- m. There will be no discharging of any form of firearm, bow, or weapons, at any time for hunting or sport, except for the purposes of protecting property and/or eliminating dangerous and/or destructive predators/varmints.
- n. No waiver. Failure to enforce this declaration is not a waiver.
- o. Amendment. These Restrictions may be amended at any time by the unanimous written, acknowledged agreement of all owners of the Property and Grantor's adjacent property, and their respective heirs, personal representatives, successors, and assigns in perpetuity.
- p. Severability. The provisions of these Restrictions are severable. If any provision of this declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.
- q. Binding Effect. These Restrictions shall be binding upon the heirs, personal representatives, successors, and assigns of the Grantee and shall constitute an agreement which shall run with the land or any portion thereof in perpetuity.
3. Right of way easement dated January 26, 1980, executed by John D. Crowe and Rosalie F. Crowe to Northeast Washington County Water Supply Corporation, recorded at Volume 411, Page 823, Deed Records, Washington County, Texas, together with all rights incident thereto.
4. Oil, Gas and Mineral Lease executed by John J. Crowe, AIF for Rosalie F. Crowe, Trustee of the P.G. Crowe, Sr. Testamentary Trust to Chesapeake Operating, Inc.,

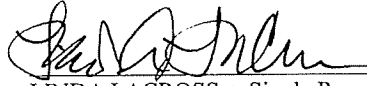
dated June 8, 1994, recorded at Volume 751, Page 33, Official Records, Washington County, Texas for a term of three (3) years; ratified at Volume 800, Page 373; at Volume 804, Page 91; and at Volume 809, Page 255, Official Records, Washington County, Texas; and subject to Release of Surface Rights recorded at Volume 1099, Page 289; at Volume 1103, Page 137, Official Records, Washington County, Texas and Correction of Release of Surface Rights Covered By Oil and Gas Lease recorded at Volume 1103, Page 434, Official Records, Washington County, Texas.

5. Waiver of Surface Rights dated November 18, 2003, executed by and between John Henry Crowe and Prentiss G. Crowe, Jr. as Independent Co-Executors of the Estate of Rosalie F. Crowe, Deceased, et al and between Patricia Ryan, recorded at Volume 1103, Page 553, Official Records, Washington County, Texas, together with all rights incident thereto.

6. Subject to any claim or right of adjoining property owner to that portion of the pond encroaching into adjacent property owner's property, on the west side of the Property, and subject to overflow on adjacent property and any consequences resulting therefrom, as shown on survey dated November 12, 2003, prepared by William W. Reue, R.P.L.S. No. 1070.
7. Electric lines, telephone signs and telephone boxes, and any easement rights appurtenant thereto, as shown on survey dated November 12, 2003, prepared by William W. Reue, R.P.L.S. No. 1070.
8. Discrepancy between fence line and actual property line as shown on survey dated November 12, 2003, prepared by William W. Reue, R.P.L.S. No. 1070.
9. Mineral and/or royalty reservation set forth in deed dated November 18, 2003, executed by John Henry Crowe and Prentiss G. Crowe, Jr. as Independent Co-Executors of the Estate of Rosalie F. Crowe, Deceased, et al to Patricia Ryan, recorded at Volume 1103, Page 547, Official Records, Washington County, Texas, together with all rights incident thereto.
10. Mineral/Royalty/Overriding Royalty Deed dated May 6, 2013, executed by John Henry Crowe, and Prentiss G. Crowe, Jr., each individually and as Independent Co-Executors of the Estate of Rosalie F. Crowe, Co-Trustees of the P.G. Crowe Testamentary Trust, and as Co-Trustees of the Crowe Family Trust to Choctaw Energy Limited Partnership, et al, recorded at Volume 1436, Page 403, Official Records, Washington County, Texas, together with all rights incident thereto.

Grantor, for the Consideration, receipt of which is acknowledged, and subject to the Reservations From and 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 wise belonging to Grantor, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor and Grantor's heirs, executors, administrators, and successors

are hereby bound to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty.



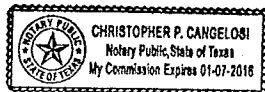
LINDA LACROSS, a Single Person

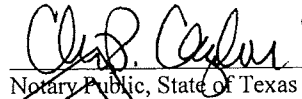
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on this the 19th day of June, 2014, by LINDA LACROSS, a Single Person.




Notary Public, State of Texas

Grantee has joined in the execution of this Special Warranty Deed to acknowledge Grantee's acceptance of the Property in accordance with the terms and conditions herein contained.


MICHAEL DONOVAN

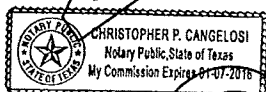

MELISSA DONOVAN

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Washington

This instrument was acknowledged before me on this the 19th day of June, 2014, by MICHAEL DONOVAN.

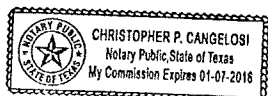


Chris. Cangelosi
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on this the 19th day of June, 2014, by MELISSA DONOVAN.



Chris. Cangelosi
Notary Public, State of Texas

PREPARED IN THE OFFICE OF AND RETURN TO:
Moorman Tate Haley Upchurch & Yates LLP
207 East Main
Brenham, Texas 77833

{19102.44065-00333690.DOC}

EXHIBIT "A"

WEST 36.533 AC. CROWE FAMILY TRUST

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situated in Washington County, Texas out of and a part of the J. W. Cole Survey A-32 containing a portion of the 72.894 acre tract described in deed dated September 2, 1998, executed by John H. Crowe, Co-Trustee of the P. G. Crowe Testamentary Trust and Prentiss G. Crowe, Co-Trustee of the P. G. Crowe Testamentary Trust to John H. Crowe, Co-Trustee of the Crowe Family Trust and Prentiss G. Crowe, Co-Trustee of the Crowe Family Trust, recorded in Volume 904 at Page 610 of the Official Records of Washington County, Texas

BEGINNING at the northwest corner of this survey, a 1/2" iron pin set at a fence corner 48.41 feet N 89° 36' 50" W from a concrete right of way marker on the south margin of Farm Highway 2621 which runs along the north boundary of the J. W. Cole Survey for the northeast corner of an Edna Bernice Gaskamp, et vir tract, being the residue of a 120.5 acre tract (250/399 D.R.W.C.) and northwest corner of the above referenced 72.894 acre original Crowe tract of which this survey is a part;

THENCE with said highway line common with the north boundary of said original tract, S 89° 36' 50" E 500.00 ft. (record bearing S 89° 39' E) to a 1/2" iron pin set for the northeast corner of this parcel and northwest corner of a 36.532 acre parcel surveyed herewith;

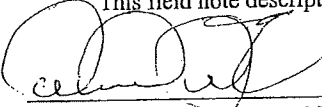
THENCE departing from said highway line and original boundary with a system of lines severing the original 72.894 acre Crowe tract, S 00° 23' 10" W 585.00 ft. to a 1/2" iron pin set for an angle point and S 29° 24' 37" E 1164.61 ft. to a 1/2" iron pin set on the northwest margin of Boggy Creek Road for the south corner of said 36.532 acre parcel;

THENCE running along or near a fence on the northwest margin of Boggy Creek Road for the southeast boundary of the original 72.894 acre Crowe tract, S 37° 46' 44" W 652.65 ft. to a 1/2" iron pin set at a road fence angle just across Boggy Creek and S 36° 10' 03" W 912.66 ft. to a 1/2" iron pin set at a fence corner at a turn in the road on the east boundary of the residue of a 58.1 acre tract (215/491 D.R.W.C.) in name of Ruth Wehmeyer for the south corner hereof;

THENCE leaving the road and run along or near a fence with the east boundary of the Wehmeyer tract, N 00° 49' 28" E 596.07 ft. (call N 0° 32' E 594.4') to a 1/2" iron pin set in Boggy Branch for an angle point along the west boundary of the 72.894 acre Crowe tract, northeast corner of the Wehmeyer tract and southeast corner of the aforementioned Gaskamp tract;

THENCE running along or near a fence with the common boundary of the Gaskamp tract with the Crowe tract, N 03° 29' 50" W 2263.71 ft. (call N 3° 25' W 2264.9') to the place of beginning containing 36.533 acres of land.

This field note description is accompanied by plat of even date.


William W. Reue November 12, 2003
Registered Professional Land Surveyor No. 1070

W.O. No. 15171

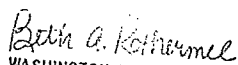
STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

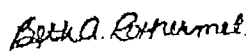
JUN 26 2014

FILED FOR RECORD
WASHINGTON COUNTY TEXAS

2014 JUN 25 PM 12:31


WASHINGTON COUNTY CLERK




Beth Rothermel, County Clerk
Washington County, Texas