



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.

SPECIAL WARRANTY DEED

Date: Sept. 28, 2010

Grantor: CARRIZO RANCH VENTURES, LTD., a Texas limited partnership
Grantor's Mailing Address:
P. O. Box 5729
Austin, TX 78763

Grantee: RICHARD DILLARD SMALL, JR. and wife, MARINA M. SMALL
Grantee's Mailing Address:
834 Firefly
San Antonio, Bexar County, Texas 78216

Consideration:

Cash and a wraparound note ("Wraparound Lien Debt") of even date in the principal amount of THIRTY NINE THOUSAND AND 00/100ths DOLLARS (\$39,000.00) executed by Grantees, payable to the order of Grantor. The note is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantees to Carlos J. Klutts, Trustee (collectively, the "Wraparound Lien").

Property (including any improvements):

THE SURFACE ESTATE ONLY IN AND TO TRACT NO. 5, A 12.056 ACRE TRACT OUT OF LOTS NO. 6 AND LOT NO. 7, McADA RANCH SUBDIVISION, ATASCOSA COUNTY, TEXAS.

BEING a 12.056 acre tract or parcel of land out of and being a part of Lot No. 6 and Lot No. 7, McAda Ranch Subdivision, a subdivision in the Walter Cook Survey No. 10 and A.M. Coleman Survey No. 520 in Atascosa County, Texas, as recorded in Volume 34, Page 20, Atascosa County Plat Records and being a part of that certain 116.65 acre tract described in a deed from James E. Egloff and M. Alan Bergstrom to Carrizo Ranch, Ltd., dated February 28, 2005, recorded in Volume 303, Page 477, Atascosa County Official Records; said 12.056 acre tract more particularly described by metes and bounds on Exhibit "A" attached to and made a part of this instrument for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property, it being understood that Grantees, by this conveyance, are receiving only the surface estate.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2010, which Grantees assume and agree to pay before delinquency, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantees assume, including any Rollback Taxes that may be assessed if Grantees do not keep the

agriculture exemption on the Property, it being agreed and understood that Grantor shall pay all taxes for 2009, if any remain, and all taxes from January 1, 2010 up to the date of execution of this deed.

Vendor's lien and superior title retained in deed dated December 17, 2004, executed by Donald A. Brown and wife, Jane Brown to James E. Egloff and M. Alan Bergstrom, recorded in Book 296, Pages 556-560 of the Official Public Records of Atascosa County, Texas, securing the payment of one note dated December 16, 2004 in the principal sum of \$175,000.00, payable to THE HONDO NATIONAL BANK, Hondo, Texas, and additionally secured by a Deed of Trust of even date therewith to James W. Danner, Trustee, recorded in Volume 296, Page 561 of the deed records of Atascosa County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' 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 Grantees and Grantees' 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.

Grantees have examined the Property to Grantees' complete satisfaction and know its condition. Grantees rely only on Grantees' examination and judgment, not on the representation of any other person as to value, future value, condition, use, or any other matter. Grantor acknowledges that it has not made and does not make any representations as to the physical condition, or any other matter affecting or related to the Property (other than warranties of title as provided and limited in this deed). Grantees expressly agree that, to the maximum extent permitted by law, the Property is conveyed "AS IS" and "WITH ALL FAULTS" and Grantor expressly disclaims, and Grantees acknowledge and accept that Grantor has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, express implied or statutory (except as to title as provided and limited in this deed), concerning the Property, including without limitation, (i) the value, condition, merchantability, habitability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property, (ii) the manner or quality of the construction or materials, if any, incorporated into any such improvements, (iii) the manner or repair, quality, state of repair or lack of repair of any such improvements, and (iv) specifically, that Grantor has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including, without limitation, "solid waste," as defined by the United States Environmental Protection Agency Regulations at 40 C.F.R. Part 261, or the disposal or existence, in or on the Property, of any "hazardous substance," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and/or the regulations promulgated thereunder.

Grantor, as the fee simple owner of the Property, establishes the restrictive covenants set forth in Exhibit "B" attached to and made a part of this instrument for all purposes (the "Restrictions"), as covenants, conditions, and restrictions against the Property. The Restrictions run with the land making up the Property, are binding on Grantees and Grantees' successors and assigns forever, and inure to the benefit of Grantor, Grantees, and their successors and assigns forever.

This conveyance is made subject to the prior lien ("Underlying Lien") of a deed of trust recorded in Volume 296, Page 561 of the deed records of Atascosa County, Texas, to James W. Danner, Trustee, which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000.00). Grantees in this deed do not assume payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantees harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantees are not in default on the Wraparound Lien Debt and documents relating to it.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute. When the context requires, singular nouns and pronouns include the plural.

CARRIZO RANCH VENTURES, LTD., a Texas limited partnership

By: OMTA, L.L.C., a Texas limited liability company, its General Partner

By: _____

STATE OF TEXAS TRAVIS
COUNTY OF Brewer

§
§

This instrument was acknowledged before me on the 28 day of Sept., 2010, by James E. Egloff, President of OMTA, L.L.C., a Texas limited liability company, in its capacity as General Partner of **CARRIZO RANCH VENTURES, LTD.**, a Texas limited partnership, on behalf of said partnership.



Sandra Kay Westman
Silvia A. Maldonado
Notary Public, State of Texas

Grantees' Acceptance of Deed

RICHARD DILLARD SMALL, JR. and MARINA M. SMALL, Grantees, accept the attached deed and consent to its form and substance. Grantees acknowledge that the terms of the deed conform with Grantees' intent and that they will control in the event of any conflict with the contract Grantees signed regarding the Property described in this deed.

Grantees agree to the obligations imposed on Grantees by the terms of this deed.



Richard D. Small Jr.
RICHARD DILLARD SMALL, JR.
Marina M. Small
MARINA M. SMALL

STATE OF TEXAS
COUNTY OF Brewer

§
§

This instrument was acknowledged before me on the 28 day of Sept., 2010, by RICHARD DILLARD SMALL, JR.

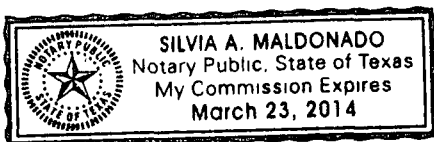


Silvia A. Maldonado
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Brewer

§
§

This instrument was acknowledged before me on the 28 day of Sept., 2010, by MARINA M. SMALL.



Silvia A. Maldonado
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

RECORD'S MEMORANDUM

At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

DALE L. OLSON

Registered Professional Land Surveyor

711 Water Street

Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR TRACT NO. 5, A 12.056 ACRE TRACT OUT OF LOTS NO. 6 AND LOT NO. 7, McADA RANCH SUBDIVISION, ATASCOSA COUNTY, TEXAS.

BEING a 12.056 acre tract or parcel of land out of and being a part of Lots No. 6 and Lot No. 7, McAda Ranch Subdivision, a subdivision in the Walter Cook Survey No. 10 and A.M. Coleman Survey No. 520 in Atascosa County, Texas, as recorded in Volume 34, Page 20, Atascosa County Plat Records and being a part of that certain 116.65 acre tract described in a deed from James E. Egloff and M. Alan Bergstrom to Carrizo Ranch, LTD., dated February 28, 2005, recorded in Volume 303, Page 477, Atascosa County Official Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 5/8 inch iron rod set at a fence corner post found at the intersection of the south line of Bluntzer Road, with the east line of County Road No. 332, the northwest corner of the 116.65 acre tract.

THENCE with the east line of County Road No. 332 and west line of the 116.65 acre tract, S 20 deg. 10 min. 18 sec. W, 46.75 feet to a 5/8 inch iron rod set at a fence angle corner; S 15 deg. 17 min. 06 sec. E, at 910.12 feet pass the common line of Lots No. 2 and 6, in all, 1591.26 feet to a 5/8 inch iron rod set for the POINT OF BEGINNING, the northwest corner of this tract.

THENCE N 74 deg. 41 min. 48 sec. E, 1677.57 feet to a 5/8 inch iron rod set in the common line of Lots No. 7 and 8, for the northeast corner of this tract, from which a 5/8 inch iron rod set at a fence corner, the common corner of Lots No. 3, 4, 7 and 8, bears N 15 deg. 19 min. 14 sec. W, 680.64 feet.


THENCE with the common line of Lots No. 7 and 8, S 15 deg. 19 min. 14 sec. E, 339.79 feet to a 5/8 inch iron rod set at a fence corner, the common corner of Lots No. 7, 8, 11 and 12, an interior corner of the 116.65 acre tract, for the southeast corner of this tract.

THENCE with the common line of Lots No. 7 and 11, S 74 deg. 41 min. 26 sec. W, 857.62 feet to a 5/8 inch iron rod set for the common corner of Lots No. 6, 7, 10 and 11, for an interior corner of this tract.

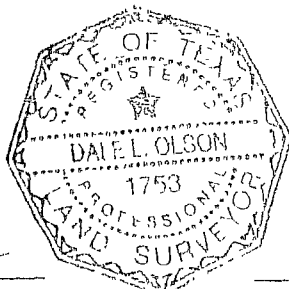
THENCE with the common line of Lots No. 6 and 7, N 15 deg. 18 min. 03 sec. W, 55.00 feet to a 5/8 inch iron rod set for an angle corner of this tract.

THENCE S 74 deg. 41 min. 26 sec. W, 820.34 feet to a 5/8 inch iron rod set in the east line of County Road No. 332 and west line of the 116.65 acre tract, for the southwest corner of this tract.

THENCE with the east line of County Road No. 332 and west line of the 116.65 acre tract, N 15 deg. 17 min. 06 sec. W, 284.97 feet to the POINT OF BEGINNING, containing 12.056 acres of land.



Dale L. Olson
Reg. Pro. Land Surveyor 1753



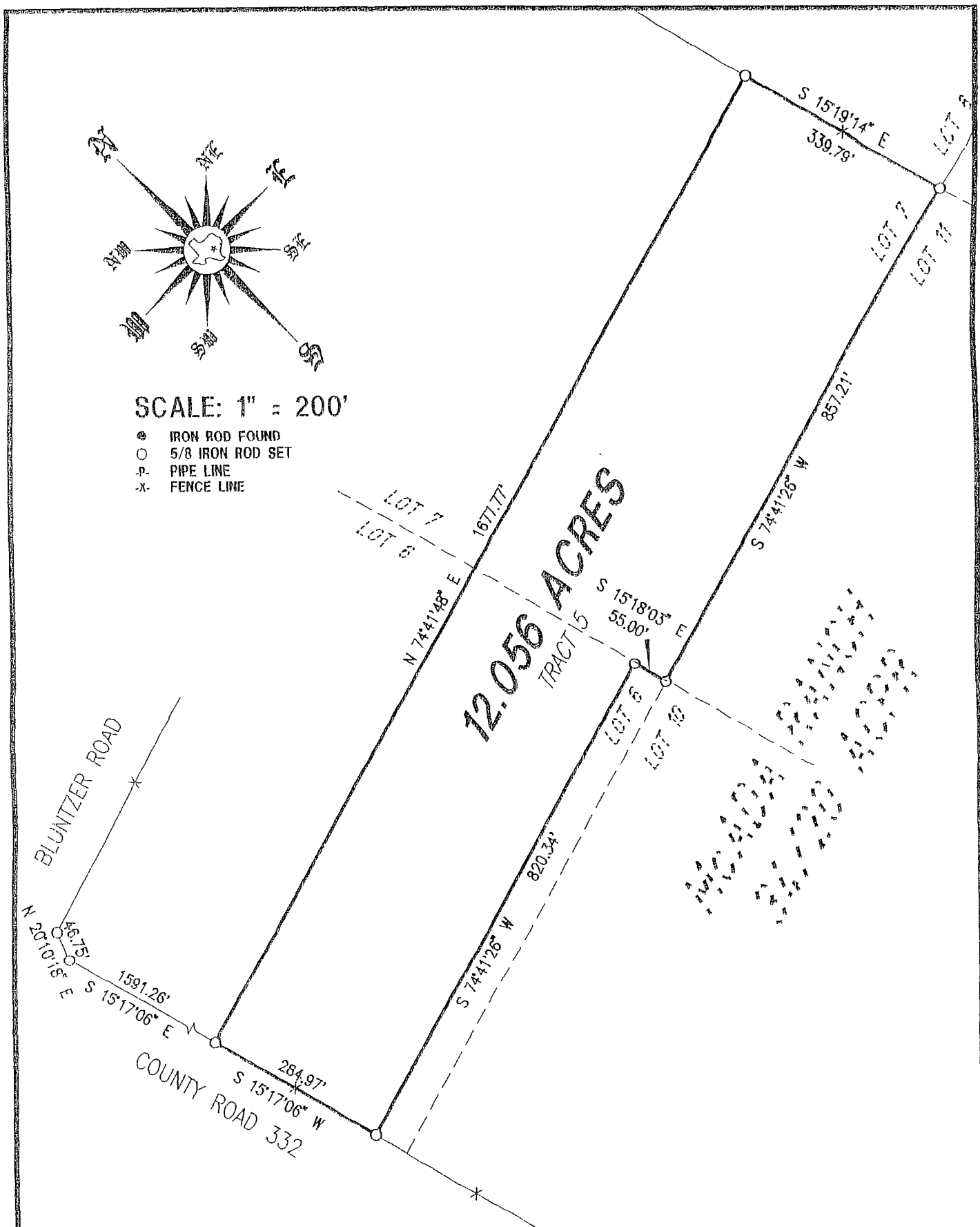
OR Michael D. Olson
Reg. Pro. Land Surveyor 5386

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Order #: 104105-5

Date Created: 02/15/05

EXHIBIT "A"
Page 2 of 2



NO portion of this tract appears to be in a Federally designated FLOOD PRONE AREA according to FIRM No. 480014 0275 B for ATASCOSA COUNTY, TEXAS

Effective Date 06/15/81

This Tract lies in Zone(s) C

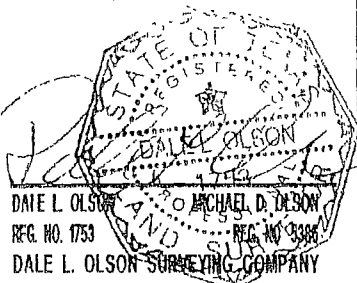
Base Flood Elevation: None

The undersigned does hereby certify to, the Title Agency, Underwriter, Lender, Mortgage Co. and/or Purchaser, that this survey was, this day, made on the ground, on the property legally described hereon, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or roads in place, except as shown hereon, and that said property has frontage on a dedicated road way, except as shown hereon

WARNING
This Flood Statement, as determined by FIRM DOES NOT IMPLY that the Property or Improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can AND Will Occur, and Flood Heights may increase by Man-Made or Natural Causes

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR
© 2005 Dale L. Olson Surveying Company
ALL RIGHTS RESERVED

DALE L. OLSON
REG. NO. 1753
DALE L. OLSON SURVEYING COMPANY
DATE 02/16/05



DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT

of 12.056 ACRE TRACT being a PORTION of LOTS 6 & 7, McADA RANCH, recorded in VOLUME 34, PAGE 20, PLAT RECORDS of ATASCOSA COUNTY, TEXAS.

SCALE	1" = 200.00'	CARLOS KLUTTS or ASSIGNS	
DRAWN BY	D. BROOKS	ORDER	101105
DATE	17 FEB 05	DISK-FILE	259-6_5
		PLAT FILE	-0-

EXHIBIT B
Page 1 of 3

RESTRICTIVE COVENANTS

LAND USE:

(a) All tracts are limited to single family residential use, recreational use or agricultural use. No tracts shall be used for retail or commercial purposes which are open to the general public. Equine training facilities are permitted. This paragraph shall not exclude home businesses.

(b) It is hereby specifically stated that to rent space to campers, recreational vehicles, trailers or other units for occupancy or storage is considered commercial operation for purposes of these restrictions and is disallowed.

(c) No commercial hunting of any type is allowed.

SIZE AND SPECIFICATIONS:

A residence may not be lived in or occupied until the residence is 100% complete. Conventional on-site constructed single family residence shall not be less than 600 square feet of heated and air-conditioned space. Move-on housing, such as manufactured homes and modular homes must be new, less than three (3) years old or approved by the Seller. All manufactured homes must be placed on and affixed to a permanent foundation, being either a slab, compacted gravel pad or upon blocks or piers, and must be skirted within 60 days after placement on the Property with masonry, plaster, or a material to match the exterior siding of the residence. Lattice skirting is not acceptable. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

TEMPORARY STRUCTURES:

No freestanding structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on the property at any time as a permanent residence. The owner may use the property for vacation or recreational use. The owner may use an owner dwelling, place a trailer, camper or other operational recreational vehicle on the property for such use.

SETBACK REQUIREMENTS:

Residences and buildings of any kind shall be situated no nearer than twenty-five feet (25') to the property line along the road fronting the Property, and no nearer than fifteen (15') to any side or rear property line. Variations from these setback requirements may be granted in individual cases where tract size or topography make these requirements impractical, but such variation must have the prior written approval of the Seller. Deer stands, deer feeders or hunting camps shall be situated no nearer than seventy-five (75) yards from all property lines.

EASEMENTS:

Easements are hereby reserved and dedicated over and across a twenty foot (20') strip along the front, rear and side property lines, for the purpose of installing, maintaining and repairing, electric power, gas, telephone, water, cable, community mailbox station, drainage and/or any other similar utility lines, facilities, and services for the Property and all adjacent properties. The easements reserved and dedicated hereby shall be for the general benefit of the herein named tracts and any adjacent tracts. These easements shall inure to the benefit of, and may be used by, any public or private utility company entering into and upon the Property for such purposes, without the necessity of any further grant of such easement rights to such utility companies. If two or more tracts are consolidated into a building site, these easement provisions and the setback provisions in paragraph 3 shall be applied to such resultant building site as if it were one original tract.

DRIVEWAYS:

All driveways must be either gravel, caliche, crushed limestone, concrete, asphalt pavement, or other similar all-weather material. The driveway must be completed before occupying the residence.

RESTRICTION ON FURTHER SUBDIVISION:

No tract may be further subdivided.

SEWAGE DISPOSAL:

No outside toilets shall be permitted. No means of sewage disposal may be installed, used or maintained except a septic tank, or a similar or improved means of sanitary sewage disposal, which meets the requirements of and is approved by all governmental authorities having jurisdiction thereof. No residence placed upon a tract shall be used until sanitary sewage disposal facilities

EXHIBIT B

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complying with this paragraph have been completely built and approved by the governmental authority.

GARBAGE AND REFUSE DISPOSAL:

(a) The Property shall be maintained in a clean, neat and attractive condition. No tract shall be used for outside, unenclosed storage of any items or materials whatsoever, nor shall any tract or part thereof be used as a dumping ground for rubbish, debris or junk. Trash, garbage and other waste shall not be kept except in sanitary containers.

(b) Each tract owner shall be responsible for disposing of all his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local government authority. All other equipment for the storage and disposal of trash, garbage and rubbish shall be kept in a clean and sanitary condition.

(c) No trash, ashes or other refuse may be thrown or dumped on any vacant tract of the above described property.

(d) This restriction includes, but is not limited to vehicle tires being stored or left abandoned.

NUISANCES:

No obnoxious, offensive, undesirable or unlawful activity shall be conducted on any tract, nor shall anything be done thereon which may be or become an annoyance or a nuisance.

INOPERATIVE VEHICLES:

(a) No junk, wrecking or auto storage shall be located on any tract. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any tract unless stored in a garage or shop and out of plain sight. A vehicle shall be considered inoperative if it cannot be moved under its own power for more than thirty (30) days. All vehicles on subject property, other than those stored out of sight, must have a current license tag and a current state inspection sticker.

(b) Personal campers, boats, tractors, trailers, recreational vehicles, etc. in good and usable condition may be kept on subject property.

SOIL AND TIMBER:

It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove any timber other than is necessary for residential, recreational or agricultural and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of said property.

LIVESTOCK AND POULTRY:

Animals, livestock, emu, ostrich, hogs or poultry may be kept, bred and maintained on any tract under the following conditions:

(a) All horses, cattle or other livestock shall be kept enclosed on the subject property by suitable fencing of the subject property.

(b) No swine may be bred, kept or maintained on subject property except three (3) per tract for personal consumption and/or show competition.

(c) No chickens, turkey or other poultry may be bred, kept or raised on subject property except twenty-five (25) per tract for personal consumption and/or show competition. No poultry or fowl may be kept on the property for the purpose of gaming or fighting.

(d) Though cattle are permitted on subject property, feed lots are not permitted.

(e) Each tract shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

ENFORCEMENT:

(a) The foregoing restrictive covenants, use limitations and conditions are imposed for the benefit of each parcel of land of the above described property, and the Seller, its successor and assigns, and any person owning any of the subject property described above, may prosecute proceedings at law or in equity to prevent or remedy the violations of such restrictions and covenants and secure redress for damages suffered on account of such violation.

(b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.

EXHIBIT B

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(c) Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

(d) The Atascosa County Commissioners Court, the Seller or any person owning any interest in any of the herein named tracts of land, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, condition, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing the suit

PARTIAL INVALIDITY:

If any portion of these Restrictions are declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of these Restrictions.

TERM OF RESTRICTIVE COVENANTS:

These covenants and restrictions shall run with and bind the land, and shall be binding on all owners, assignees, purchasers, parties and all persons claiming under them for a period of twenty (20) years from the date hereof. Thereafter, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change such covenants and restrictions, in whole or in part, or to revoke them. The Seller hereby reserves the right to amend these restrictions when, in the opinion of the Seller, such amendment will be beneficial to the property

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



October 04, 2010 12:11 40

116448

FEE. \$44 00

Diane Gonzales County Clerk

Atascosa County TEXAS