

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments other than liens and conveyances, that affect the property; 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; taxes for the current year, the payment of which Grantee assumes.

FURTHER SAVE AND EXCEPT, that this property is conveyed and accepted subject to the following restrictive covenants which shall run with the land: any home or structure on property must be site built construction of new materials. Any and all residential structures erected on the subject property shall be a minimum of 1200 square feet of livable area. Modular homes, mobile home, HUD manufactured homes and prefabricated homes are prohibited on any part of the property. No structure of a temporary character, motor home, travel trailer, storage shed, shall be used as a dwelling by any person on any part of the property. All confined animal feeding operations such as poultry houses, turkey farms, livestock, cattle, or hogs, are prohibited on any part of property. No equipment for the commercial production or sale of sustainable energy shall be installed on any part of property. These restrictions are in effect for a period of 25 years.

FURTHER SAVE AND EXCEPT, however, there is excepted from this conveyance and not conveyed hereby, and Grantor herein reserves and retains unto Grantor and Grantor's heirs, successors and assigns, an undivided Fifty Percent (50%) of the minerals currently owned by the Grantor, in and under and that may be produced from the lands described herein; provided however, neither Grantor nor Grantor's heirs, successors or assigns shall have any right of ingress or egress on, over or across the surface of the hereinabove described property for the purpose of exploration or development of minerals or for any other purpose. The relinquishment of surface rights by Grantor shall not affect the rights held by a holder of a currently valid and existing lease or the rights and interests held in minerals (including, without limitation, surface access) held by any predecessors in title to Grantor. Grantor, Grantor's heirs, successors or assigns, shall not execute a lease which permits surface operations of any kind, including without limitation mining or drilling activities to be conducted on the surface of the hereinabove described lands. However, nothing contained herein shall preclude Grantor, Grantor's heirs, successors or assigns, from executing a lease providing for development of said lands for the production of minerals by techniques which do not require utilization of the surface of the property for such exploration, development activities or production.

FURTHER SAVE AND EXCEPT that the Grantor does hereby reserve to the Grantor and the Grantor's heirs, successors and assigns an undivided Fifty Percent (50%) of the royalty interest in and to all subsurface water which the Grantor owns in, or under the foregoing property.