



**CONSIDERATION:** Cash [and a note of even date herewith executed by Grantee and payable to the order of \_\_\_\_\_ (“Lender”) in the principal amount of \$\_\_\_\_\_. 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 \_\_\_\_\_, Trustee].

**PROPERTY (INCLUDING ANY IMPROVEMENTS):** The real property situated in \_\_\_\_\_ County, Texas, and more particularly described on Exhibits “B-1-B”, “B-2-B” and “C-1-B”, and as depicted on Exhibits “E-B”, “F-B” and “G-B” in that certain [First] [Second] Amendment to Declaration of Restrictive Covenants, Easements, and Conditions dated \_\_\_\_\_, 20\_\_ (the “Declaration Amendment”), entered into by Grantor hereunder, as Declarant, and recorded in the Official Public Records of \_\_\_\_\_ County at Volume \_\_\_\_ Page \_\_\_\_ on or about \_\_\_\_\_, 20\_\_ (which Declaration Amendment amends that certain Declaration of Restrictive Covenants, Easements and Conditions dated September 27, 2010 and recorded in the Official Public Records of \_\_\_\_\_ County at Volume \_\_\_\_ Page \_\_[, as amended in Volume \_\_\_\_ Page \_\_], as amended, the “Declaration”), 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) 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 (ii) 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 the following (the “Permitted Exceptions”): (i) the standard printed exception for taxes for \_\_\_\_ 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; (ii) the standard printed exception for shortages in area, boundaries and encroachments;

(iii) the terms and conditions of any access easements or other rights reserved by or granted to the Grantor in this Deed or otherwise connection with the conveyance of the Property by Grantor to Grantee; (iv) the easements, covenants, and restrictions contained in the Declaration, (v) any and all leases on the Property and rights of parties in possession and any memoranda of any such leases; (vi) any and all easements, rights-of-way, and other matters whether or not of record, and those visible and apparent on the Property, affecting or related to it (including, without limitation, any easements or agreements, whether or not recorded, between the Authority and the Water Supply Corporation for the installation, maintenance, repair, or replacement of water lines located beneath the Property); and all liens, restrictions, reservations, covenants, conditions, and interests validly existing and recorded of record; (vii) any other matters that become Permitted Exceptions pursuant to the terms of the Contract (as hereinafter defined); (viii) 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”); (ix) 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 (x) all reservations, exceptions, covenants, conditions, restrictions and other matters expressly set forth herein, including, without limitation, the Restrictions (defined below).

**RESERVATIONS FROM CONVEYANCE:** 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. 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, 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 will protect the scenic, recreational, and environmental values of the Lake (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 [Palo Pinto County (at Volume 1739, Page 446, as amended in Volume 1857 Page 343 and Volume \_\_\_ Page \_\_\_)], [Stephens County (at Volume 1986 Page 1, as amended in Volume 2003 Page 56, and Volume \_\_\_ Page \_\_\_)], [Young County (at Volume 1082 Page 149, as amended in Volume \_\_\_ Page \_\_\_)], and [Jack County (at Volume 849 Page 95, as amended in Volume \_\_\_ Page \_\_\_)]); (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 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 \_\_\_\_\_, 20\_\_\_\_ 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, YOUNG, OR JACK 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, YOUNG, OR JACK, 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.**

[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 ([COUNTY])]

**GRANTOR:**

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

By: \_\_\_\_\_

Name: Phillip Ford

Title: General Manager/CEO

STATE OF TEXAS §

§

COUNTY OF MCLENNAN §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Phillip Ford, General Manager/CEO of Brazos River Authority, a river authority of the State of  
Texas, on behalf of such river authority.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

**GRANTEE'S ACCEPTANCE OF DEED**

\_\_\_\_\_, a \_\_\_\_\_, 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:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                    §  
  §  
COUNTY OF \_\_\_\_\_        §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, on behalf of such entity.

\_\_\_\_\_  
Notary Public in and for the State of Texas