

Property (Including improvements)

The property described on exhibit "A" attached hereto and made a part hereof

**Reservations from Conveyance:** For Grantor and Grantors heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

**Exceptions to Conveyance and Warranty:** (1) 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; all presently recorded easements, rights-of-way, restrictions, covenants, conditions, ordinances, and oil and gas leases that affect the Property; all matters shown on the plat of the subdivision in which the Property is located, and mineral interests and water interests outstanding in persons other than Grantor; the terms, provisions, and obligations arising out of any Public Improvement District and/or Water Conservation District in which the Property is located; validly existing rights of adjoining owners in any wall 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 and assessments for 2018, which Grantee assumes and agrees to pay, and subsequent taxes and assessments by any taxing authority for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

(2) Grantee covenants and agrees that (i) no trailer homes, mobile homes, modular or similar structures may be placed, constructed, or situated on any part of the Property, but Ready Built Homes may be placed on Property if bricked, (ii) no part of the Property shall be subdivided unless given written consent by Grantor, and (iii) no swine used for commercial purposes shall be permitted on the Property. These covenants shall run with the Property and shall be binding upon the Grantee and Grantee's heirs, executors, administrators, successors and assigns. Grantor and Grantor's heirs, executors, administrators, successors and assigns will have the right to enforce said covenants by applying to and obtaining orders, temporary orders and injunctions from any court of competent jurisdiction, without making any showing of irreparable harm or lack of remedy at law, and Grantor and Grantor's heirs, executors, administrators, successors and assigns will be entitled to recover in such action, or in a separate action, from Grantee and Grantee's heirs, executors, administrators, successors and assigns, all attorneys' fees and costs incurred or expended in seeking such orders, temporary orders and injunctions.

Grantor, for the Consideration and subject to the Reservations From Conveyance and the 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 way belonging, to have and hold it Grantee, Grantee's heirs, successors, and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, administrators, 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, except as to the Reservations for Conveyance and the Exceptions to Conveyance and Warranty.