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SPECIAL WARRANTY DEED

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Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT

STATE OF TEXAS

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS that EL PASO NATIONAL BANK, TRUSTEE (Grantor) for and in consideration of SIX MILLION NINE HUNDRED THOUSAND DOLLARS (\$6,900,000.00) paid and secured to be paid by HORIZON PROPERTIES CORPORATION (Grantee) as follows:

- (a) \$400,000.00 cash, the receipt of which is acknowledged;
- (b) \$6,500,000.00 by Grantee's execution and delivery of a promissory note in that amount bearing interest at the rate of 4% per annum and payable to the order of Grantor in periodic installments, all of which are more particularly set forth in said promissory note. The note contains the usual acceleration of maturity and attorney's fee clauses, is secured by a Vendor's lien retained herein and by a Deed of Trust of even date herewith;

has granted, sold and conveyed, and by these presents does GRANT, SELL and CONVEY unto the said HORIZON PROPERTIES CORPORATION all of the real estate described on Exhibit A attached hereto and made a part hereof.

This conveyance is subject to (i) the easements, restrictions and reservations set forth on Exhibit A attached hereto and made a part hereof and (ii) ad valorem taxes for 1969, which have been prorated to date.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said HORIZON PROPERTIES CORPORATION, its successors and assigns, forever and Grantor does hereby bind itself, in its capacity as Trustee, to warrant and forever defend, all and singular, the said premises unto the said HORIZON PROPERTIES CORPORATION, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

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It is expressly agreed and stipulated that a Vendor's Lien is retained against the above described property, premises and improvements until the promissory note hereinabove described and all interest thereon has been fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

So long as an event of default by GRANTEE shall not have occurred, GRANTEE shall have the following rights:

- a. To enter upon and improve the property and subdivide and plat the same;
- b. To secure such zoning or rezoning as GRANTEE may deem appropriate;
- c. To file such restrictions relating to the use of the property as GRANTEE may deem appropriate;
- d. To create, establish and operate water and sewer companies or other utilities;
- e. To perform any other act to improve the property for the purpose of developing the same for sale as subdivided lots or unsubdivided tracts; and any act performed by, or at the instance of, the GRANTOR, as hereinabove set out, shall not be deemed waste;
- f. To apply for, and secure, the authority and approval of any governmental agency to sell subdivided or unsubdivided portions of the property in any state requiring such approval; and
- g. To sell the property as subdivided lots or unsubdivided parcels at such times and under such terms as the GRANTOR, in its sole discretion, may deem appropriate and advantageous.

GRANTOR covenants, upon demand of GRANTEE, to join in, consent to, or approve the subdivision, improvement, platting, zoning, recording of instruments and plats affecting the property, the dedication of roads, alleys, easements or other dedication to public use required by any governmental agency, the filing of restrictions relating to the use of the property, any application or supporting documents and exhibits required by any governmental agency necessary to the development, improvement, and sale of the property, and the creation and establishment of water and sewer companies or other utilities, and shall execute, upon demand, all documents necessary to the

accomplishment of any of the foregoing, without payment of service charges to TRUSTEE, and at the sole expense of GRANTEE.

RELEASE PAYMENTS AND CREDITS

(a) Grantor agrees to release from its Vendor's Lien and Deed of Trust any parcel of land whether or not subdivided and whether or not parcels are contiguous to one another, at the rates set forth below. All parcels so released shall be free and clear of all liens, except liens, if any, created by Grantee in favor of parties other than Grantor. All release payments and all payments on principal shall entitle Grantee to release credits and such release credits may be accumulated and releases therefor may be taken at any time. All release payments shall be applied against the next ensuing instalment of principal or instalments of principal in the order of their maturity. The amount necessary to compute the release price of any parcel required to be released hereunder shall be computed by multiplying the number of acres or fractions thereof contained in the parcel to be released by the applicable rate set forth hereinbelow. Such releases shall be executed and delivered by Grantor to Grantee in recordable form within TEN (10) DAYS after payment or after application of release credits as the case may be. The release rates are as follows:

- (i) The Four Hundred Thousand Dollars (\$400,000.00) paid on closing shall entitle Grantee to releases covering 1,000 acres to be selected by Grantee.
- (ii) After payment of the said Four Hundred Thousand Dollars (\$400,000.00) and until payment of an additional Two Hundred Sixty One Thousand Six Hundred Sixty Seven Dollars (\$261,667.00), whether as principal payments or for releases, Grantee shall be entitled to releases at the rate of Two Hundred Twelve Dollars (\$212.00) per acre.
- (iii) After payment of the amounts set forth in (ii) above and until payment of an additional Five Hundred Seventeen Thousand Three Hundred Thirty Three Dollars (\$517,333.00), whether as principal payments or for releases, Grantee shall be entitled to releases at the rate of Three Hundred Fourteen Dollars (\$314.00) per acre.

(iv) After the payment of the amounts set forth in (ii) and (iii) above, Grantee shall be entitled to releases at the rate of Three Hundred Fifty Five Dollars (\$355.00) per acre, provided, however, any payments made in excess of the amounts set forth in (ii) and (iii) above shall be deemed prepayments of the next ensuing payment to be made.

(b) Anything in this Special Warranty Deed and in the Deed of Trust and promissory note to the contrary notwithstanding, Grantor covenants and agrees that it will release from its Vendor's Lien and Deed of Trust any unsubdivided parcel or subdivided lot which is sold by Grantee to an ultimate purchaser on a time sale contract, at such time and upon the sole condition that the time sale purchaser of such unsubdivided parcel or subdivided lot shall have complied with all of the terms and conditions required to be performed by such time sale purchaser under his agreement with Grantee, it being the agreement between Grantor and Grantee and notwithstanding any provision of the Special Warranty Deed and Deed of Trust or promissory note to the contrary, Grantor's Vendor's Lien and Deed of Trust shall be subordinate to the rights of any purchaser purchasing any unsubdivided parcel or subdivided lot from Grantee under an executory contract for sale.

(c) In consideration of the covenants contained in the preceding sub-paragraph, Grantee covenants and agrees to cause to be released from Grantor's Vendor's Lien and Deed of Trust all parcels of land heretofore or hereafter purchased from Grantee by its purchasers at such time as the principal balance due Grantee from any purchaser under a time sale contract shall be equal to the release price applicable to such parcels of land, computed at the release rates set out above, provided that in cash transactions Grantee shall cause the parcels purchased for cash to be released upon the closing of such cash transactions. In order to assure Grantee's compliance with the covenants set out in this sub-paragraph, Grantee hereby grants unto Grantor the privilege of inspecting the business records of Grantee pertinent to the enforcement of this

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provision, at Grantee's office at 200 West Horizon Road, Tucson, Arizona. Such examination shall not be made, however, more frequently than quarterly. Grantee shall make its personnel available to Grantor or its designated agent for the purpose of such examinations, but shall be put to no further expense whatsoever in connection with such examinations.

(d) Such releases shall be made as follows:

- (1) Whenever the Grantee shall desire to obtain a release, the Grantee shall give to the Grantor written notice specifying the land which the Grantee desires to have released and specifying a business day not earlier than ten (10) days from the giving of such notice for the delivery of such release.
- (11) Each such release shall be duly executed and acknowledged with all of the necessary formalities so as to entitle the same to be duly recorded and the Grantor shall also pay all such state or local taxes, if any, as shall be payable by reason of the execution or delivery of such release.

SUBDIVIDING, PLATTING AND OTHER RELEASES

(a) Grantee shall have the right at any time and from time to time to prepare and file with the proper state, county or municipal authorities having jurisdiction any and all subdivision maps or plats covering any portion or portions of the land hereby conveyed (whether or not previously released from Grantor's Vendor's Lien and Deed of Trust), and to dedicate for public use the streets, avenues, roads, and alleys as laid out or shown thereon; and in each such instance, within five (5) days after written request from the Grantee, the Grantor shall execute the Grantor's consent to or approval of such subdivision map or plat, or dedication, which consent or approval shall be in such form and shall be executed with such formalities as shall be required by the authorities having jurisdiction as a prerequisite of the filing, acceptance and approval of such authorities of such subdivision map or plat, or dedication, provided, however, that no such consent or approval by the Grantor shall in and by itself operate or be construed as a release of any land from the Grantor's Vendor's Lien and Deed of Trust.

(b) As to the property not being conveyed, but being retained by Grantor as Retained Property as set forth on Exhibit A, Grantee shall have the right at any time and from time to time, at its option, to either require Grantor or Grantor's Agent, and Grantor herewith appoints Grantee as its agent for such purpose, to prepare and file with the proper state, county and municipal authorities having jurisdiction, any and all subdivided maps or plats covering the Retained Property and to dedicate for public use streets, avenues, roads and alleys as laid out as shown thereon; and in each instance within five (5) days after written request from Grantee, Grantor shall execute Grantor's consent to approval of any subdivision map or plat or dedication which consent or approval shall be in such form and executed with such formality as shall be required by the authorities having jurisdiction.

IN WITNESS WHEREOF, this Special Warranty Deed is executed effective as of 16th day of June, 1969 regardless of the date actually signed.

EL PASO NATIONAL BANK, TRUSTEE
(Acting without personal liability on the part of said Bank, either in its capacity as a national banking corporation or its capacity as TRUSTEE.)

By [Signature]
Vice President and Trust Officer

ATTEST:

[Signature]
Cashier

STATE OF TEXAS

COUNTY OF EL PASO

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jack D. [Signature], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said EL PASO NATIONAL BANK, TRUSTEE, a national banking corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

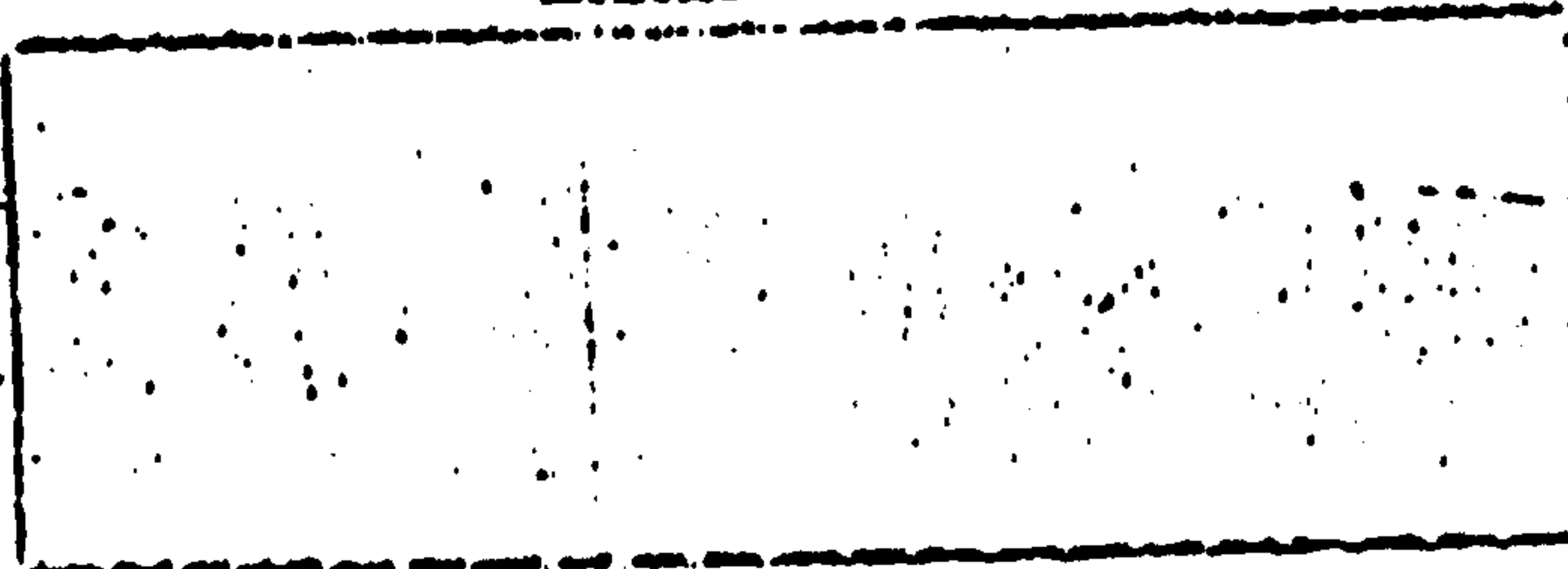
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of June, 1969.

[Signature]
Notary Public, El Paso County, Texas



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EXHIBIT A



(1)

Section 1, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Right of Way Easement to American Telephone and Telegraph Company, recorded in Volume 830, Page 473 of the Deed Records of El Paso County, Texas.
- (b) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.
- (c) Reservation of minerals contained in an instrument recorded in Volume 1357, Page 84 of the Deed Records of El Paso County, Texas.

(2)

Section 12, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation of 1/16 of oil and gas and 1/8 of sulphur and other minerals contained in the Patent from the State of Texas recorded in Volume 1145, Page 2 of the Deed Records of El Paso County, Texas.
- (b) Uranium and minerals lease and agreement recorded in Volume 1202, Page 594 and Volume 1207, Page 103 of the Deed Records of El Paso County, Texas.

(3)

Section 13, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.
- (b) Reservation of minerals contained in an instrument recorded in Volume 1357, Page 84 of the Deed Records of El Paso County, Texas.

(4)

Section 19, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.
- (b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

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(5)

S/2, S/2 NE/4 and the NW/4 of Section 20, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 560 acres, more or less, subject to the following:

(a) Reservation of 1/2 interest in oil, gas and mineral rights in an instrument recorded in Volume 625, Page 295 and as further clarified in Volume 1055, Page 439 of the Deed Records of El Paso County, Texas.

(b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(6)

Section 21, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(7)

Section 1, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(c) Right of Way Deed to El Paso Natural Gas Company recorded in Volume 840, Page 420 and Volume 925, Page 243 of the Deed Records of El Paso County, Texas.

(8)

Section 3, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

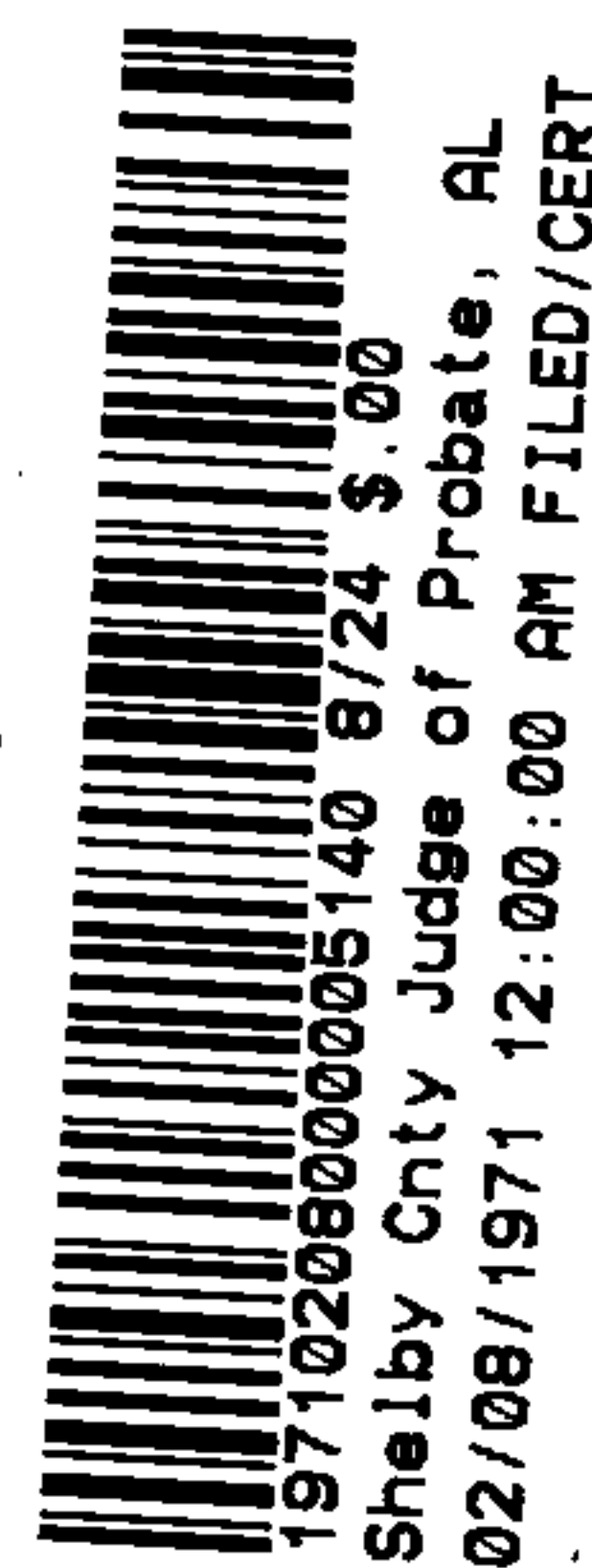
(9)

Section 4, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation of all oil, gas and other minerals in the SE/4 of Section 4, in an instrument recorded in Volume 427, Page 305 of the Deed Records of El Paso County, Texas.

(b) Reservation of 1/2 interest in oil, gas and mineral in an instrument recorded in Volume 625, Page 295 and as further clarified in Volume 1055, Page 439 of the Deed Records of El Paso County, Texas.

(c) Reservation of minerals contained in Patent for State of Texas, in the SE/4 of Section 4, as related to Deed Records of El Paso County, Texas, as related to SE/4 of Section 4.





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(d) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(10)

Section 5, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(11)

Section 6, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation of 1/2 interest in oil, gas and mineral rights in an instrument recorded in Volume 625, Page 295 and as further clarified in Volume 1055, Page 439 of the Deed Records of El Paso County, Texas.

(b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(12)

Section 7, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(13)

Section 8, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation of 1/2 interest in oil, gas and mineral rights in instrument recorded in Volume 625, Page 295 and as further clarified in Volume 1055, Page 439 of the Deed Records of El Paso County, Texas.

(b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(14)

Section 9, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(15)

Section 11, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

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- (b) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

(16)

Section 13, Block 78, Township 3, Texas and Pacific Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

- (b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(17)

Section 14, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation of 1/16th of oil and gas and 1/8 of sulphur and other minerals contained in the Patent from the State of Texas recorded in Volume 838, Page 309 of the Deed Records of El Paso County, Texas.

- (b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(18)

Section 15, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143 of the Deed Records of El Paso County, Texas.

- (b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(19)

Section 16, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(20)

Section 17, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, except, however, the right of way described under Retained Property hereinbelow, and subject to the following:

- (a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.

- (b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

- (c) Right of Way to El Paso Products Pipeline Company recorded in Volume 1300, Page 530 of the Deed Records of El Paso County, Texas.

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(21)

Section 18, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, except, however, the right of way described under Retained Property hereinbelow, and subject to the following:

(a) Right of Way to El Paso Products Pipeline Company recorded in Volume 1365, Page 539 of the Deed Records of El Paso County, Texas.

(b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(22)

Section 19, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

(a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.

(b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(23)

North 1/2 and Southwest 1/4 of Section 20, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 480 acres, more or less, except, however, the right of way described under Retained Property hereinbelow, and subject to the following:

(a) Right of Way to El Paso Products Pipeline Company, recorded in Volume 1365, Page 539 of the Deed Records of El Paso County, Texas.

(b) Reservations of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(24)

Section 22, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, except, however, the right of way described under Retained Property hereinbelow, and subject to the following:

(a) Right of Way to El Paso Products Pipeline Company recorded in Volume 1365, Page 539 of the Deed Records of El Paso County, Texas.

(b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(c) Reservation of 1/16th of oil and gas and 1/8th of sulphur and other minerals contained in the Patent from the State of Texas recorded in Volume 934, Page 282 of the Deed Records of El Paso County, Texas.

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(25)

Section 23, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, except, however, the right of way described under Retained Property hereinbelow, and subject to the following:

- (a) Right of Way to El Paso Products Pipeline Company recorded in Volume 1365, Page 539 of the Deed Records of El Paso County, Texas.
- (b) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.
- (c) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(26)

Section 24, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Right of Way Deed to El Paso Natural Gas Company recorded in Volume 863, Page 635 and Volume 921, Page 549 of the El Paso County Records.
- (b) Reservation of 1/2 of minerals in instrument recorded in Volume 757, Page 479 of the Deed Records of El Paso County, Texas.

(27)

Section 23, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Right of Way Deed to El Paso Natural Gas Company recorded in Volume 840, Page 420, Volume 925, Page 243, Volume 931, Page 7 and Volume 859, Page 41 of the Deed Records of El Paso County, Texas.
- (b) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.
- (c) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(28)

Section 1, Block 79, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.
- (b) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(29)

Section 12, Block 79, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, subject to the following:

- (a) Reservation of 1/16th of oil and gas and 1/8 of sulphur and other minerals contained in the Patent from the State of Texas recorded in Volume 931, Page 594 of the Deed Records of El Paso County, Texas.
- (b) Reservation of oil, gas and other minerals in Deeds recorded in Volume 1112, Page 132 and Volume 1294, Page 441 of the Deed Records of El Paso County, Texas.

(30)

Section 13, Block 79, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, containing 640 acres, more or less, except, however the right of way described under Retained Property hereinbelow, and subject to the following:

(a) Right of Way to El Paso Products Pipeline Company recorded in Volume 1365, Page 539 of the Deed Records of El Paso County, Texas.

(b) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.

(c) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

(31)

Section 9, Block 79, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, SAVE AND EXCEPT that 17.663 acres, more or less, conveyed to the City of El Paso, of record in Volume 160, Page 662, Micro-Film Deed Records, El Paso County, Texas, containing 622.337 acres, more or less, except, however, the right of way described under Retained Property hereinbelow, and subject to the following:

(a) Right of Way Deed to El Paso Natural Gas Company, recorded in Volume 696, Page 193 of the Deed Records of El Paso County, Texas.

(b) Right of Way to El Paso Products Pipeline Company, recorded in Volume 1365, Page 539 of the Deed Records of El Paso County, Texas.

(c) Reservation and/or conveyance of minerals contained in Mineral Deed recorded in Volume 1212, Page 143, Deed Records of El Paso County, Texas.

(d) Reservation of minerals contained in an instrument recorded in Volume 1294, Page 437 of the Deed Records of El Paso County, Texas.

RETAINED PROPERTY

Grantor reserves and retains unto itself, its successors and assigns, the following described real estate:

(a) Description of a 100 ft. pipeline easement being a portion of Section 17, Block 78, Township 3, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

From a point marking the common corner of Sections 17, 18, 19, and 20, Block 78, Township 3; Thence North 0° 32' 34" West along the common boundary line of said Sections 17 and 18, a distance of 177.25 feet to the POINT OF BEGINNING;

Thence continuing North 0° 32' 34" West along said common boundary line, a distance of 102.43 feet;

Thence South 77° 59' 16" East a distance of 1345.68 feet to a point lying in the common boundary line of Sections 17 and 20, Block 78, Township 3 and said point being South 89° 53' 53" East a distance of 1313.59 feet from the common corner of Sections 17, 18, 19 and 20, Block 78, Township 3;

Thence North 89° 58' 58" West along the common boundary line of said Sections 17 and 20, a distance of 81.08 feet;

Thence North 77° 59' 16" West a distance of 852.84 feet to the point of beginning and containing in all 2.523 acres of land more or less.

(b) Description of a 100 ft. pipeline easement being a portion of Section 23, Block 78, Township 3, El Paso County and being more particularly described by metes as follows to wit:

From a point marking the common corner of Sections 23, 24, 25 and 26, Block 78, Township 3; Thence North 0° 30' 36" West along the common boundary line of said Sections 23 and 24, a distance of 885.03 feet to the POINT OF BEGINNING;

Thence North 78° 01' 03" West a distance of 5388.37 feet to a point lying in the common boundary line of Sections 22 and 23, Block 78, Township 3 and said point being North 0° 30' 39" West a distance of 2010.35 feet from the common corner of Sections 22, 23, 26 and 27, Block 78, Township 3;

Thence North 0° 30' 39" West along the common boundary line of said Sections 22 and 23, a distance of 102.42 feet;

Thence South 78° 01' 03" East a distance of 5388.37 feet to a point lying in the common boundary line of said Sections 23 and 24;

Thence South 0° 30' 36" East along the common boundary line of said Sections 23 and 24 a distance of 102.42 feet to the point of beginning and containing in all 12.369 acres of land more or less.

(c) Description of a 100 ft. pipeline easement being a portion of Section 9, Block 79, Township 3, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

From a point marking the common corner of Sections 8, 9, 16 and 31, Block 79, Township 3; Thence North 0° 36' 02" West along the common boundary line of said Sections 8 and 9, a distance of 601.50 feet to the point of beginning;

Thence continuing North 0° 36' 02" West along said common boundary line, a distance of 102.62 feet;

Thence South 77° 58' 29" East a distance of 3379.77 feet to a point lying in the common boundary line of said Section 9 and Section 16, Block 79, Township 3;

Thence North 89° 59' 56" West along the common boundary line of said Sections 9 and 16, a distance of 480.69 feet to a point and said point being North 89° 59' 56" West a distance of 2491.56 feet from the common corner of Sections 9, 10, 15 and 16, Block 79, Township 3;

Thence North 77° 58' 29" West a distance of 2887.19 feet to the point of beginning and containing in all 7.204 acres of land more or less.

(d) Description of a 100 ft. pipeline easement being a portion of Section 13, Block 79, Township 3, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:



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From a point marking the common corner of Sections 13, 14, 19 and 20, Block 79, Township 3; Thence North $0^{\circ} 27' 22''$ West along the common boundary line of said Sections 13 and 14, a distance of 2447.06 feet to the point of beginning;

Thence continuing North $0^{\circ} 27' 22''$ West along said common boundary line a distance of 102.40 feet;

Thence South $77^{\circ} 55' 12''$ East a distance of 5446.92 feet to a point lying in the common boundary line of said Section 13 and Section 18, Block 78, Township 3;

Thence South $0^{\circ} 32' 27''$ East along the common boundary line of said Sections 13 and 18, a distance of 102.43 feet to a point and said point being North $0^{\circ} 32' 27''$ West a distance of 1309.72 feet from the common corner of Sections 13 and 20, Block 79, Township 3 and Sections 18 and 19, Block 78, Township 3;

Thence North $77^{\circ} 55' 12''$ West a distance of 5447.07 feet to the point of beginning and containing in all 12.499 acres of land more or less.

(e) Description of a 100 ft. pipeline easement being a portion of Section 20, Block 78, Township 3, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

From a point marking the common corner of Sections 17, 18, 19 and 20, Block 78, Township 3; Thence South $89^{\circ} 58' 58''$ East along the common boundary line of said Sections 17 and 20, a distance of 832.49 feet to the POINT OF BEGINNING;

Thence continuing South $89^{\circ} 58' 58''$ East along said common boundary line, a distance of 481.08 feet;

Thence South $77^{\circ} 59' 16''$ East a distance of 4093.36 feet to a point lying in the common boundary line of Sections 20 and 21, Block 78, Township 3 and said point being South $0^{\circ} 29' 42''$ East a distance of 850.76 feet from the common corner of Sections 16, 17, 20 and 21, Block 78, Township 3;

Thence South $0^{\circ} 29' 42''$ East along the common boundary line of said Sections 20 and 21, a distance of 102.41 feet;

Thence North $77^{\circ} 59' 16''$ West a distance of 4586.11 feet to the point of beginning and containing in all 9.961 acres of land more or less.

(f) Description of a 100 ft. pipeline easement being a portion of Section 22, Block 78, Township 3, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

From a point marking the common corner of Sections 22, 23, 26 and 27, Block 78, Township 3; Thence North $0^{\circ} 30' 39''$ West along the common boundary line of said Sections 22 and 23, a distance of 2010.35 feet to the POINT OF BEGINNING;

Thence North $78^{\circ} 01' 03''$ West a distance of 5387.78 feet to a point lying in the common boundary line of Sections 21 and 22, Block 78, Township 3 and said point being North $0^{\circ} 30' 42''$ West a distance of 3135.55 feet from the common corner of Sections 21, 22, 27 and 28, Block 78, Township 3;

Thence North 0° 30' 42" West along the common boundary line of said Sections 21 and 22, a distance of 102.42 feet;

Thence South 78° 01' 03" East a distance of 5387.78 feet to a point lying in the common boundary line of said Sections 22 and 23;

Thence South 0° 30' 39" East along the common boundary line of said Sections 22 and 23 a distance of 102.42 feet to the point of beginning and containing in all 12.368 acres of land more or less.

(g) Description of a 100 ft. pipeline easement being a portion of Section 18, Block 78, Township 3, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

From a point marking the common corner of Sections 17, 18, 19 and 20, Block 78, Township 3; Thence North 0° 32' 34" West along the common boundary line of said Sections 17 and 18, a distance of 177.25 feet to the POINT OF BEGINNING;

Thence continuing North 0° 32' 34" West along said common boundary line, a distance of 102.43 feet;

Thence North 77° 59' 16" West a distance of 5448.86 feet to a point lying in the common boundary line of said Section 18 and Section 13, Block 79, Township 3 and said point being North 0° 32' 27" West a distance of 1412.17 feet from the common corner of said Sections 13, 18, 19 and 20;

Thence South 0° 32' 27" East along the common boundary line of said Sections 13 and 18, a distance of 102.43 feet;

Thence South 77° 59' 16" East a distance of 5448.86 feet to the point of beginning and containing in all 12.506 acres of land more or less.



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BOOK 200 PAGE 124

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105-1650

SP. W.D.

El Paso Nat'l Bk.

COUNTY CLERK
EL PASO COUNTY, TEXAS

Dennis E. Dennis

TO

Wagon Pop. Corp.

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Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT

STATE OF TEXAS
COUNTY OF EL PASO
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly re-
corded in the volume and page of the record herein by me.
of El Paso County, Texas, as stamped herein by me.
JUN 23 1969



J. D. Fields
COUNTY CLERK, El Paso County, Texas

Actura Co.

RECORDED AT TITLE COMPANY
115 N. KANSAS
EL PASO, TEXAS 79901

255 0890

A M E N D M E N T

WHEREAS, on June 16, 1969, EL PASO NATIONAL BANK, TRUSTEE, executed and delivered to HORIZON PROPERTIES CORPORATION, a Special Warranty Deed conveying several sections and parts of sections of real estate situated in El Paso County, Texas, which Special Warranty Deed was recorded in Book 255 at Page 874 of the microfilm Deed Records of El Paso County, Texas; and

WHEREAS, by reason of a Scrivenor's error, paragraphs "e" and "g" on page 2 of said Special Warranty Deed contain the word GRANTOR, which word should have been, and was intended to be, GRANTEE; and

WHEREAS, the parties hereto desire to correct said Scrivenor's error in the above mentioned Special Warranty Deed by changing the word "GRANTOR" to "GRANTEE".

NOW, THEREFORE, in consideration of ONE DOLLAR cash to each of the parties in hand paid, the parties hereto agree to correct the said Special Warranty Deed by changing the word "GRANTOR" in paragraphs "e" and "g" on page 2 of said Special Warranty Deed to "GRANTEE".

Except as modified and amended, the said Special Warranty Deed dated June 16, 1969 and recorded in Book 255 at Page 874 of the microfilm Deed Records of El Paso County, Texas, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed this 31st day of July, 1970, but shall be deemed effective as of June 16, 1969.

EL PASO NATIONAL BANK, TRUSTEE (acting without personal liability on the part of said Bank, either in its capacity as a national banking corporation or in its capacity as TRUSTEE).

By [Signature]
Vice President and Trust Officer

HORIZON PROPERTIES CORPORATION

By [Signature]
Russell C. Wilde, Vice President

ATTEST:

By [Signature]
Cashier

ATTEST:

By [Signature]
Assistant Secretary



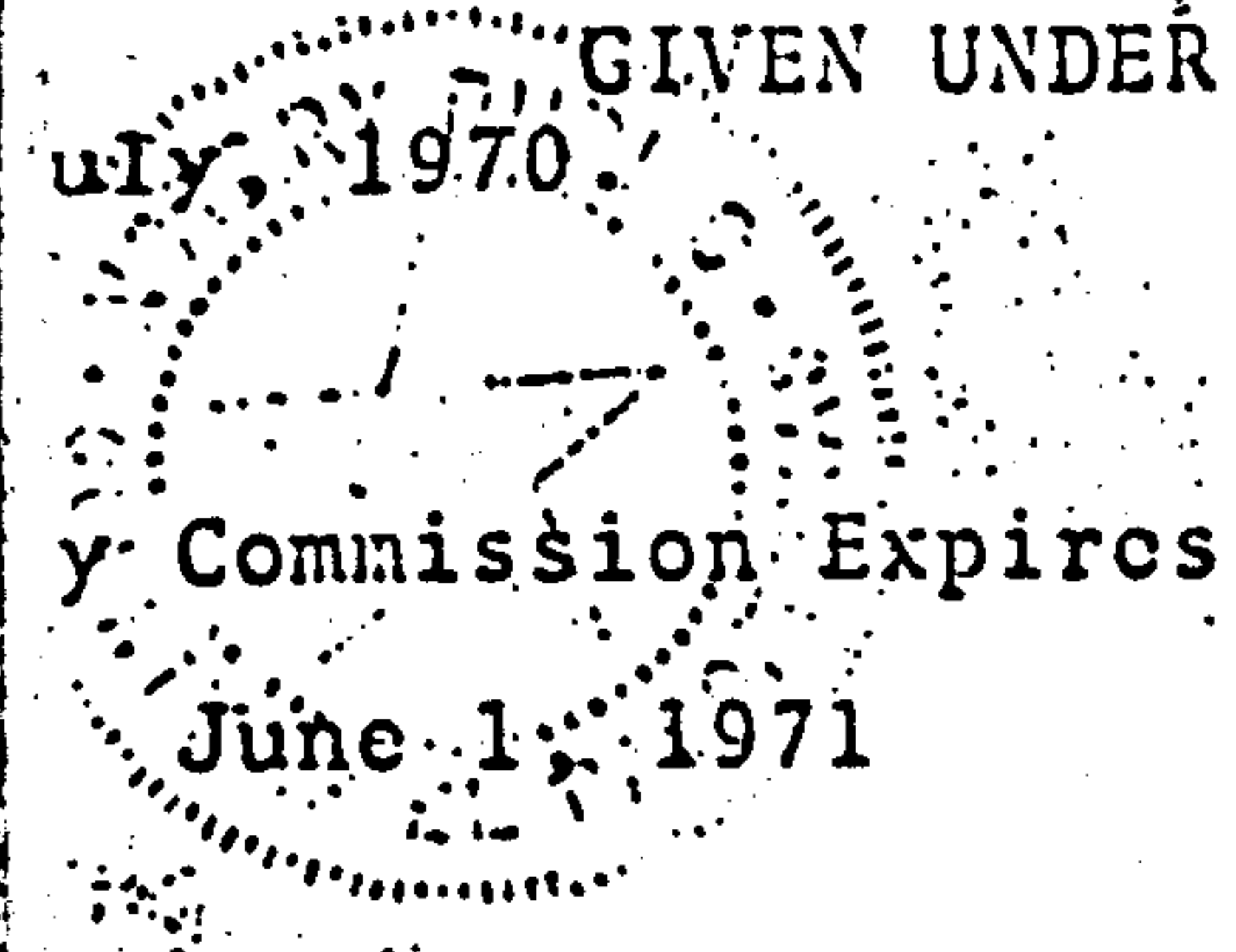
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THE STATE OF TEXAS)
COUNTY OF EL PASO) ss

BEFORE ME, the undersigned, a Notary Public in and for said county and State, on this day personally appeared R. Burkh, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said EL PASO NATIONAL BANK, TRUSTEE, a national banking corporation, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of July, 1970.

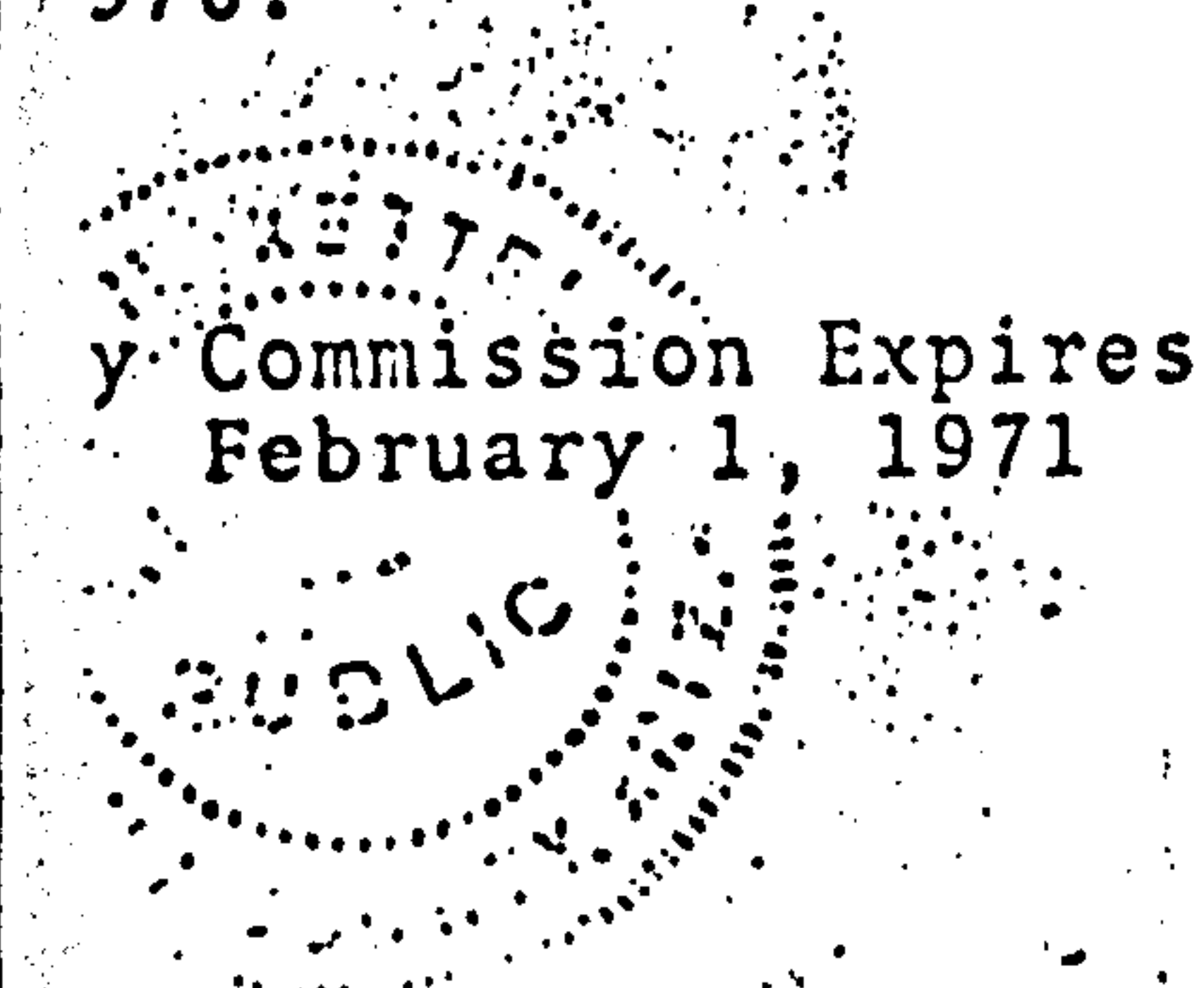


Paul L. Warran
Notary Public, El Paso County, Texas

STATE OF ARIZONA)
COUNTY OF PIMA) ss

BEFORE ME, the undersigned authority, on this day personally appeared RUSSELL C. WILDE, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of HORIZON PROPERTIES CORPORATION, a Corporation, and he acknowledged to me that he executed the same in his official capacity for the purposes and consideration therein expressed, and as the act and deed of said HORIZON PROPERTIES CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of July, 1970.



Idella M. Ettehrich
Notary Public

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Shelby Cnty Judge of Probate, AL
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WARRANTY DEED

THE STATE OF TEXAS)

COUNTY OF EL PASO)

ss

KNOW ALL MEN BY THESE PRESENTS:

That HORIZON PROPERTIES CORPORATION, a Delaware Corporation, for and in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto HORIZON SALES CORPORATION, all that property situate in the County of El Paso, State of Texas, and more particularly described in EXHIBIT "A", which EXHIBIT "A" is attached hereto, made a part hereof, and incorporated herein by reference.

This conveyance is made subject to current taxes and assessments, to all easements, restrictions, encumbrances, reservations of State and Federal Patents of record in the Office of the County Clerk, El Paso County, Texas.

TO HAVE AND TO HOLD the above described premises together, with all and singular, the rights and appurtenances thereto in anywise belonging unto the said HORIZON SALES CORPORATION, its successors and assigns forever; and HORIZON PROPERTIES CORPORATION does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises under the said HORIZON SALES CORPORATION, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, HORIZON PROPERTIES CORPORATION, a Delaware Corporation, has caused these presents to be executed this 30 day of June, 1969.

HORIZON PROPERTIES CORPORATION,
a Delaware Corporation

By

Vice President

STATE OF ARIZONA)

COUNTY OF PIMA)

ss

Before me, the undersigned Notary Public within and for said County and State, on this 25 day of July, 1969, personally appeared RUSSELL C. WILDE, known to me to be the Vice President of HORIZON PROPERTIES CORPORATION, a Delaware Corporation, who acknowledged that he, so authorized to do, executed the foregoing Warranty Deed for the purposes and consideration therein expressed and as the voluntary act and deed of HORIZON PROPERTIES CORPORATION.

Notary Public

My Commission Expires
February 1, 1971



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

ALL OF Sections 1, 12, 13, 19, 21, 23 and 24 and the South Half, the South Half of the Northeast Quarter and the Northwest Quarter of Section 20, Block 78, Township 2, Texas and Pacific Railway Surveys, El Paso County, Texas;

ALL of Sections 1, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 22 and 23, the North Half and the Southwest Quarter of Section 20, Block 78, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas; and

ALL of Sections 1, 12 and 13, Block 79, Township 3, and Section 9, Block 79, Township 3, EXCEPT that 17.663 acres, more or less, conveyed to the City of El Paso of record in Volume 160, at Page 662, Micro-Film Deed Records, El Paso County, Texas; and

EXCEPTING from the above sections certain Retained Property crossing over, under and through Sections 17, 18, 20, 22 and 23 in Block 78 and Sections 9 and 13 in Block 79, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas, which Retained Property is subject to an easement to HORIZON PROPERTIES CORPORATION, upon which is located the 100 foot Pipeline Easement as Amended to CHEVRON PIPE LINE COMPANY and THE TEXAS PIPE LINE COMPANY.



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BOOK 203 PAGE 128

WARRANTY DEED

The undersigned certifies this to be a true and correct copy of instrument 113 on 8-28-70 under County Clerk's File # 33607 STEWART TITLE COMPANY

By: Quem

KNOW ALL MEN BY THESE PRESENTS:

That HORIZON SALES CORPORATION, a Delaware Corporation, GRANTOR, for and in consideration of the sum of TEN DOLLARS, to it in hand paid, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto:

HORIZON PROPERTIES CORPORATION, a Delaware Corporation

all that certain property described as follows, to-wit:

.GRANTEES,

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.



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02/08/1971 12:00:00 AM FILED/CERT

BOOK 233 PAGE 129

SUBJECT to taxes for the current year, and thereafter, easements, restrictions, reservations, utility franchises and patent reservations of record in the Office of the County Clerk of El Paso County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEES, their heirs and assigns forever; and GRANTOR does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed this 20 day of August 1970.

HORIZON SALES CORPORATION,
a Delaware Corporation

By Helen M. Kettelhut
Helen M. Kettelhut, Assistant Secretary

STATE OF ARIZONA)
COUNTY OF PIMA)ss

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HELEN M. KETTELHUT, Assistant Secretary of HORIZON SALES CORPORATION, a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s...he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20 day of August 1970.

My Commission Expires:
August 11, 1973

Charlene Hiddington
Notary Public

208/129

SCHEDULE "A"

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Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT

HORIZON CITY ESTATES

UNIT 34: ALL LOTS INCLUSIVE

Lots 1 through 31 and Lots 33 through 41 in Block 1
Lots 1 through 10 in Block 2
Lots 1 through 5 and Lots 7 through 35 in Block 3
Lots 1 through 10 in Block 4
Lots 1 through 10 in Block 5
Lots 1 through 17 in Block 6
Lots 1 through 21 in Block 7
Lots 1 through 34 in Block 8
Lots 1 through 43 and Lots 45 through 56 in Block 9
Lots 1 through 10 in Block 10
Lots 1 through 45 and Lots 47 through 52 in Block 11
Lots 1 through 7 in Block 12
Lots 1 through 10 in Block 13
Lots 1 through 30 and Lots 32 through 48 in Block 14
Lots 1 through 17 in Block 15

UNIT 35: ALL LOTS INCLUSIVE

Lots 1 through 17 in Block 1
Lots 1 through 13 in Block 2
Lots 1 through 21 in Block 3
Lots 1 through 51 in Block 4
Lots 1 through 10 in Block 5
Lots 1 through 26 in Block 6
Lots 1 through 10 in Block 7
Lots 1 through 10 in Block 8
Lots 2 through 24 in Block 9
Lots 1 through 10 in Block 10
Lots 1 through 9 in Block 11
Lots 1 through 15 and Lots 17 through 34 in Block 12
Lots 1 through 41 and Lots 43 through 51 in Block 13
Lots 1 through 41 in Block 14
Lots 1 through 16 in Block 15
Lots 1 through 9 in Block 16
Lots 1 through 12 in Block 17
Lots 1 through 13 in Block 18
Lots 1 through 10 in Block 19
Lots 1 through 6 and Lots 8 through 12 in Block 20

UNIT 36: ALL LOTS INCLUSIVE

Lots 1 through 44 and Lots 46 through 54 in Block 1
Lots 1 through 11 in Block 2
Lots 1 through 14 in Block 3
Lots 1 through 50 in Block 4
Lots 1 through 24 in Block 5
Lots 1 through 10 in Block 6
Lots 1 through 8 in Block 7
Lots 1 through 16 in Block 8
Lots 1 through 43 in Block 9
Lots 1 through 13 in Block 10
Lots 1 through 10 in Block 11
Lots 1 through 5 in Block 12
Lots 1 through 12 in Block 13
Lots 2 through 36 in Block 14
Lots 1 through 7 and Lots 9 through 25 in Block 15
Lots 1 through 12 in Block 16
Lots 1 through 20 in Block 17
Lots 1 through 32 and Lots 34 through 50 in Block 18
Lots 1 through 10 in Block 19

UNIT 37: ALL LOTS INCLUSIVE

Lots 1 through 45 in Block 2
Lots 1 through 5 and Lots 7 through 48 in Block 3
Lots 1 through 19 in Block 4
Lots 1 through 8 in Block 5
Lots 1 through 46 in Block 6
Lots 1 through 46 in Block 7
Lots 1 through 23 in Block 8
Lots 1 through 19 in Block 9
Lots 1 through 32 in Block 10
Lots 1 through 14 in Block 11

ALL BEING SUBDIVISIONS IN EL PASO COUNTY, TEXAS, ACCORDING TO THE
MAPS AND PLATS THEREOF OF RECORD IN THE OFFICE OF THE COUNTY CLERK,
EL PASO COUNTY, TEXAS.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED.
1971 FEB - 8 PM 3:14
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Carroll M. Smith
JUDGE OF PROBATE



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Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT