

EXHIBIT 'B'

This conveyance is made and accepted subject to the following:

1. The rights of owners of interest in and to the oil, gas and other minerals in, on or under the herein conveyed property for ingress and egress at all times upon and across the herein conveyed property for the purpose of mining, drilling, exploring, operating and developing said property for oil, gas and other minerals and removing same therefrom, and all other rights of the owners of interest in and to the oil, gas and minerals in, on and under the herein conveyed property;
2. The terms and rights existing under any oil, gas and mineral lease covering the above described property;
3. Grantor conveys the surface only to the property described herein, plus one-half of the royalty interest owned by Grantor in the property as a non-participating royalty interest.
4. Any other easements, restrictions, rights-of-way, roads, encumbrances, covenants, exceptions, reservations, water agreements, and other agreements of record in the office of the County Clerk of Edwards County, Texas, or not of record, affecting the said property, and all easements, rights-of-way, and roads which are visible and apparent upon the ground;
5. Grantee is obligated to make annual contribution for maintenance of roads not to exceed \$30.00 per year;
6. All applicable laws, ordinances, rules and regulations of any governmental authority which affect the above property;
7. Restriction against raising swine for commercial purposes and against using or maintaining the tract as a dumping ground for rubbish and/or junk cars, etc; restriction requiring all livestock to be retained by adequate fences on Grantee's property; and restriction against discharging any firearm from any road easement; restriction against building or placing any deer blind within 150 feet of any road easement or any property line. No noxious, offensive, unlawful or immoral use, trade or activity shall be carried on upon the conveyed property, nor shall anything be done thereon which may be or become an annoyance or nuisance to property owners of Diamond Ranch. All mobile or modular housing placed upon the conveyed property shall be skirted within ninety (90) days after placement on the conveyed property;
8. Restriction against willful trespassing whether for hunting deer or other game or for any other purpose on lands owned by other purchasers of property in Diamond Ranch or on property still owned by Grantor;
9. A thirty (30) foot wide access easement fully described in the metes and bounds description of the property as set out in Exhibit "A", which is excepted and reserved unto Grantor, its guest, successors and assigns, forever, and Grantor its successors, and assigns, retain the right to convey such easement to other persons and entities as Grantor, its successors and assigns may deem proper.