

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: July 14, 2023

COMMISSIONERS COURT

Meeting Date: July 24, 2023

JUL 24 2023

Submitted By: Julie Edmiston

Department/Office: Public Works

Signature of Director/Official: \_\_\_\_\_



**Approved**

Agenda Title:

Variance  
\_\_\_\_\_  
\_\_\_\_\_

**Public Description** (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consideration of Variance to allow The Retreat, Phase 26, Revised Plat to  
Construct Roads with 20' Width of Pavement, Install HDPE Pipe for Storm  
Sewer Culverts instead of Corrugated Metal Pipe, 10' Utility Easements on Front  
and Rear Lot Lines, and (continued on next page)

(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney  IT  Purchasing  Auditor   
Personnel  Public Works  Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline  
& List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

Place Water Lines Right of Way and Not to Place Sewer Lines Under the Middle of the Streets, Precinct 1



## Johnson County Public Works Department

Jennifer VanderLaan / Director of Public Works

2 North Mill Street, Suite 305

Cleburne, Texas 76033

817-556-6380

### VARIANCE REQUEST

Johnson County Subdivision Rules and Regulations outline what is required under the adopted Rules and Regulations. To request a variance for a deviation or exception to those Rules and Regulations for a lot or tract (ex: road frontage, etc.) please provide the following information.

Variance fee is \$120 per request. This request will be presented to the Commissioner's Court for their decision.

Name Double Diamond, Inc. Date 07-14-2023

Phone Number 214-706-7857

Email Address rgracy@ddresorts.com

#### Property Information for Variance Request:

Property 911 address 7725 F.M. 1434, Cleburne, Tx. 76033

Subdivision name The Retreat, Phase 26 Revised Block 96 Lot Reserve Tract

Survey Thomas Toby Abstract 847 Acreage 2.513

Request 1) Reduce pavement width, 2) Use of HDPE pipe, 3) Utility easements and location. See attached for detail.

Reason for request To maintain consistency and conformity to the "master plan" throughout the development. See accompanying letter

from the Engineer/Surveyor (Jessie J. Ince, P.E., R.P.L.S.) for specific items requested and justification.

#### Provide the following with this request:

- Copy of plat (if property has been platted)
- Copy of property deed
- Survey or drawing showing existing structures

.....

184 Thousand Oaks Drive  
Whitney, Texas 76692  
254-694-7708  
[jessie01@windstream.net](mailto:jessie01@windstream.net)  
Firm #10068000

# Ince Surveying & Engineering

July 14, 2023

Mary Bullock  
Johnson County  
Public Works  
2 N Mill St. Suite 305  
Cleburne, Tx 76033

RE: The Retreat Phase 26  
Variance requests

Dear Ms. Bullock,

Each of the items for which we need to request a variance are listed below with justification:

## **VARIANCE #1 - Minimum Pavement width of 22'**

The Retreat is a resort community on over 3,000 acres, with over 2,500 lots having been platted over the last 25 years and several miles of roads which have been maintained by the Resort. Your standard roadway section has been the 20' roadway which we have been showing on your construction plans since Phase 9. Typically, within the resort, the road subgrades are taken down to rock. When the subgrades are on expansive materials, you provide lime stabilization, which typically exceeds the Johnson County Requirement. With the very low occupancy (approximately 150 existing homes) the narrower width has not resulted in any known traffic related problems, and the trade-off between the reduced width verses the extra strength as Grayson County has approved, has served your maintenance responsibilities well in both the Retreat and the Rock Creek Resort in Grayson County. **We are requesting a variance reducing the pavement width to 20'.**

## **VARIANCE #2 - Use of HDPE Pipe for Storm Sewer culverts**

The Retreat has been using HDPE pipe on most of their projects since 2015. Based on manufacturer's information the HDPE pipe, when properly bedded, will support more load, seals better and is more resistant to corrosion than the Corrugated Metal Pipe (CMP) specified in the Subdivision Ordinance. Double Diamond has found the HDPE pipes to be easier to handle, install and joint than CMP. Since they are responsible for the maintenance, they would prefer to continue the use of this material. We hope the Commission will consider the HDPE to be a support product and allow the continued use

July 14, 2023

Page 2

of this material for roadway culverts on this project.

### **VARIANCE #3 - Utility Easements**

The utility plan and layout for The Retreat is consistent across all Phases and has proven to be adequate, efficient, and to enhance the master plan for the development.

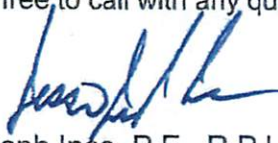
**We are requesting variances to:**

- (a) reduce the utility and drainage easements along the front and rear of all lots from 15 feet to 10 feet.**
- (b) place the water lines within the right of way.**
- (c) not place the sewer lines under the middle of streets.**

Phase 1 of The Retreat was approved by the Commissioners of Johnson County on May 14, 2002, and has been under development with a consistent "Master Plan" since that time. The design and layout of this Phase is consistent with that of the previous 26 Phases.

Please feel free to call with any questions.

Sincerely,



Jessie Joseph Ince, P.E., R.P.L.S.

Office: 254-694-7708

Cell: 254-602-2418

- JOHNSON COUNTY, TEXAS NOTES:
- THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN THE ETI OF ANY CITY OR TOWN.
  - THE PURPOSE FOR THIS REVISION IS TO ESTABLISH A ROAD RIGHT-OF-WAY DIVIDING A PLATTED RESERVE TRACT INTO 2 SEPARATE TRACTS.
  - THE DEVELOPER SHALL COMPLETE ALL ROADS AND DRAINAGE FACILITIES IN A SUBDIVISION WITHIN TWELVE (12) MONTHS AFTER THE DATE OF FINAL PLAT APPROVAL.
  - UTILITY PROVIDERS:  
WATER SERVICE PROVIDED BY MIDWAY WATER UTILITIES, INC., PHONE (946) 834-7992.  
ELECTRIC SERVICE IS TO BE PROVIDED BY LIMITED COOPERATIVE SERVICES, PHONE (937) 834-4000.  
CENTRAL SEWER COLLECTION AND TREATMENT IS PROVIDED BY MIDWAY WATER UTILITIES, INC., PHONE (946) 834-7992.
  - FLOOD STATEMENT:  
ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR JOHNSON COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 423120425, EFFECTIVE DATE 12/01/2013, THIS PROPERTY LIES IN ZONE A (AREAS DETERMINED TO BE SUBJECT TO THE 100-YEAR FLOOD).  
THE ABOVE REFERENCED FEMA FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE "NFIP". IT DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL SOURCES OF SMALL SIZE, WHICH COULD BE FLOODED BY SEVERE, CONCENTRATED RAINFALL COUPLED WITH MADE-GOUGE LOCAL DRAINAGE SYSTEMS. THERE MAY BE OTHER STREAMS, CREEKS, LOW AREAS, DRAINAGE SYSTEMS ON OTHER SURFACES OR SUBSURFACE CONDITIONS EXISTING ON OR NEAR THE SUBJECT PROPERTY WHICH ARE NOT STUDIED OR ADDRESSED AS PART OF THE "NFIP".
  - FLOOD NOTES:  
BLOODING THE FLOW OF WATER ON CONSTRUCTIVE IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.  
THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVELLED BY OR ADJACENT TO DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
  - JOHNSON COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.  
JOHNSON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS.
  - JOHNSON COUNTY HAS THE RIGHT BUT NOT A DUTY TO ENTER ONTO PROPERTY AND CLEAR ANY OBSTRUCTION INCLUDING BUT NOT LIMITED TO TREES, PLANTS, DIRT OR BUILDINGS, WHICH OBSTRUCT THE FLOW OF WATER THROUGH DRAINAGE EASEMENTS.
  - UTILITY EASEMENT  
ANY PUBLIC UTILITY, INCLUDING JOHNSON COUNTY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY OBSTRUCT OR INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE OR OPERATION OF ITS RESPECTIVE SYSTEMS IN ANY OF THE EASEMENTS SHOWN ON THE PLAT, AND ANY PUBLIC UTILITY INCLUDING JOHNSON COUNTY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTENANCE AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
  - UTILITY EASEMENTS:  
IF UTILITY AND DRAINAGE EASEMENT SHALL BE RETAINED ALONG THE FRONT AND REAR OF ALL LOTS.  
IF UTILITY AND DRAINAGE EASEMENT SHALL BE RETAINED ALONG THE SIDES OF ALL LOTS.  
WATER DISTRIBUTION AND SEWER MAINS WILL BE LOCATED WITHIN STREET RIGHT-OF-WAYS.
  - RIGHT-OF-WAY DEDICATION:  
30' FROM CENTER OF ROAD.  
ALL STREETS TO BE PRIVATELY MAINTAINED.
  - BUILDING LINES:  
30' FRONT  
30' REAR  
10' SIDES
  - FILING A PLAT  
IT IS A CRIMINAL OFFENSE PUNISHABLE BY A FINE OF UP TO \$100,000, CONFINEMENT IN THE COUNTY JAIL FOR UP TO 90 DAYS OR BY BOTH FINE AND CONFINEMENT FOR A PERSON WHO SUBDIVIDES REAL PROPERTY TO USE THE SUBDIVISION'S DESCRIPTION IN A DEED OF CONVEYANCE, A CONTRACT FOR A DEED OR A CONTRACT OF SALE OR OTHER EXECUTOR CONTRACT TO CONVEY THAT IS DELIVERED TO A PURCHASER OR CONTRACTOR PLAT OR REPLY BY THE SUBDIVISION IS APPROVED AND FILED FOR RECORDS WITH THE JOHNSON COUNTY CLERK. HOWEVER, SAID DESCRIPTION MAY BE USED IF THE CONVEYANCE IS EXPRESSLY CONFIDENTIAL ON APPROVAL AND RECORDING OF THE FINAL PLAT AND THE PURCHASER IS NOT GIVEN USE OR OCCUPANCY OF THE REAL PROPERTY CONVEYED BEFORE THE RECORDING OF THE PLAT.
  - A PURCHASER MAY NOT USE OR OCCUPY PROPERTY DESCRIBED IN A PLAT OR REPLY OF A SUBDIVISION UNTIL SUCH TIME AS THE PLAT IS FILED FOR RECORD WITH THE COUNTY CLERK'S OFFICE OF THE JOHNSON COUNTY CLERK.
  - DUTIES OF DEVELOPER/PROPERTY OWNER  
THE APPROVAL AND FILING OF THIS PLAT BY JOHNSON COUNTY DOES NOT RELIEVE THE DEVELOPER OF THE PROPERTY OR OWNER OF THE PROPERTY OF ANY DUTY TO COMPLY WITH ALL LOCAL, STATE OR FEDERAL LAW OF THE JURISDICTIONS IN WHICH THE PROPERTY IS LOCATED.  
THE APPROVAL AND FILING OF THIS PLAT BY JOHNSON COUNTY DOES NOT RELIEVE THE DEVELOPER OF THE PROPERTY OR OWNER OF THE PROPERTY OF ANY DUTY TO ADJACENT OR DOWNSTREAM PROPERTY OWNER OR IMPOSE, IMPUTE OR TRANSFER ANY DUTY OR LIABILITY TO JOHNSON COUNTY, THE COMMISSIONERS, OFFICIALS OR EMPLOYEES OF JOHNSON COUNTY.  
JOHNSON COUNTY MAKES NO REPRESENTATION THAT THE CREEKS, STREAMS, RIVERS, DRAINAGE CHANNELS OR OTHER DRAINAGE STRUCTURES, DEVICES OR FEATURES PORTRAYED HEREON ARE ACTUALLY EXISTING ON THE PROPERTY PORTRAYED BY THIS PLAT DO NOT VIOLATE THE STATUTES OR COMMON LAW OF AN INCORPORATED CITY, JOHNSON COUNTY, THE STATE OF TEXAS OR THE UNITED STATES.  
JOHNSON COUNTY IS RELYING UPON THE SURVEYOR WHOSE NAME IS AFFIXED HEREON TO MAKE ACCURATE AND TRUTHFUL REPRESENTATIONS UPON WHICH JOHNSON COUNTY CAN MAKE DETERMINATIONS REGARDING THE APPROVAL OR DISAPPROVAL OF THIS PLAT.
  - INDEMNITY  
THE PROPERTY DEVELOPER SUBMITTING THIS PLAT TO JOHNSON COUNTY FOR APPROVAL AND THE OWNER OF THE PROPERTY THE SUBJECT OF THIS PLAT DO HEREBY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD HARMLESS JOHNSON COUNTY AND THE COMMISSIONERS, OFFICIALS AND EMPLOYEES OF JOHNSON COUNTY FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM OR ALLEGEDLY ARISING FROM JOHNSON COUNTY'S APPROVAL OR FILING OF THIS PLAT OR CONSTRUCTION DOCUMENTS ASSOCIATED THEREWITH.
  - FILING A PLAT IS NOT ACCEPTANCE OF ROADS FOR COUNTY MAINTENANCE  
THE APPROVAL AND FILING OF A PLAT WHICH DEDICATES ROADS AND STREETS DOES NOT MAKE THE ROADS AND STREETS COUNTY ROADS SUBJECT TO COUNTY MAINTENANCE. NO ROAD, STREET OR PASSAGEWAY SET ASIDE IN THIS PLAT SHALL BE MAINTAINED BY JOHNSON COUNTY, TEXAS IN THE EVENT OF AN EMERGENCY OR IN THE COMMISSIONERS COUNTY CLERK'S OFFICE OF RECORD IN THE MINUTES OF THE JOHNSON COUNTY OF JOHNSON COUNTY, TEXAS SPECIFICALLY IDENTIFYING ANY SUCH ROAD, STREET OR PASSAGEWAY AND SPECIFICALLY ACCEPTING SUCH ROAD, STREET OR PASSAGEWAY FOR COUNTY MAINTENANCE.

PLAT RECORDED IN INSTRUMENT # \_\_\_\_\_ SLIDE \_\_\_\_\_ DATE \_\_\_\_\_ COUNTY CLERK, JOHNSON COUNTY, TEXAS DEPUTY \_\_\_\_\_

APPROVED BY JOHNSON COUNTY COMMISSIONER'S COURT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. COUNTY JUDGE \_\_\_\_\_

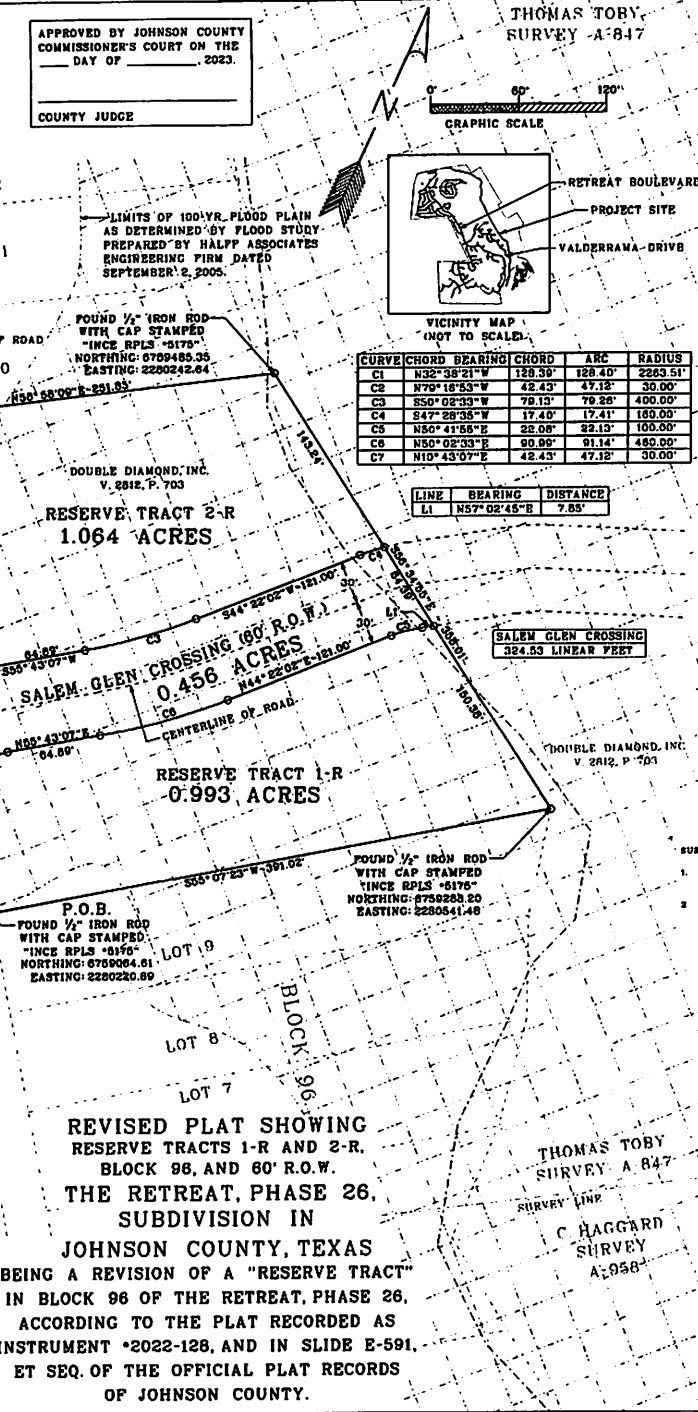
THE RETREAT PHASE 26 INST. #2022-24 SLIDE E-540

THE RETREAT PHASE 35 INST. #2022-24 SLIDE E-540

THE RETREAT PHASE 35 INST. #2022-24 SLIDE E-540

THE RETREAT PHASE 25 INST. #2022-24 SLIDE E-540

OWNER: DOUBLE DIAMOND INC. 5405 BELT LINE ROAD, SUITE 200 DALLAS, TEXAS 75254 PHONE (214) 706-9801



PROPERTY DESCRIPTION:  
Field notes for the survey of that certain lot, tract, or parcel of land being all of a "Reserve Tract" in Block 96, Phase 26 of The Retreat Subdivision in Johnson County, Texas, according to plat recorded as Instrument #2022-128 and in Slide E-591, et seq of the Official Plat Records of Johnson County, more particularly described as follows:  
BEGINNING at a 1/2" iron rod with cap stamped "INCE RPLS #5175" found in the east line of Hamm Creek Blvd. for the northeast corner of Lot 9, Block 96 and for the southwest corner of said "Reserve Tract";  
THENCE with the east line of Hamm Creek Blvd., N34°18'53"W 221.23 feet to a 1/2" iron rod with cap stamped "INCE RPLS #5175" found for the beginning of a curve to the right;  
THENCE continuing with the east line of Hamm Creek Blvd. and along said curve having a radius of 2263.51 feet, N32°38'31"W for a chord distance of 123.30 feet, an arc distance of 123.40 feet, to a 1/2" iron rod with cap stamped "INCE RPLS #5175" found for the southwest corner of Lot 10, Block 96 and for the northwest corner of said "Reserve Tract";  
THENCE N54°28'09"E 251.85 feet to a 1/2" iron rod with cap stamped "INCE RPLS #5175" found for the northeast corner of said Lot 9 and for the southeast corner of said "Reserve Tract";  
THENCE S50°02'53"E 358.01 feet to a 1/2" iron rod with cap stamped "INCE RPLS #5175" found for the northeast corner of said Lot 9 and for the southeast corner of said "Reserve Tract";  
THENCE S50°07'23"W 391.02 feet to the place of beginning, containing 2.513 acres of land.

NOW THEREFORE KNOWN TO ALL MEN BY THESE PRESENTS:  
THAT DOUBLE DIAMOND, INC., OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS RESERVE TRACTS 1-R AND 2-R, AND A 60' R.O.W. OF THE RETREAT, PHASE 26, AN ADDITION TO JOHNSON COUNTY, TEXAS AND HEREBY DEDICATE TO THE PUBLIC USE, WITHOUT RESERVATION, THE STREETS, EASEMENTS, RIGHT-OF-WAYS, AND ANY OTHER PUBLIC AREA SHOWN HEREON.

RANDY GRACY - VICE PRESIDENT DATE: \_\_\_\_\_  
STATE OF TEXAS COUNTY OF JOHNSON  
BEFORE ME, UNDERGONE A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED RANDY GRACY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME AND HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

DEVELOPER'S NOTES:  
THE FOLLOWING WARRANTIES WERE APPROVED IN COMMISSIONER'S COURT:  
1. LOCATED MINIMUM 6" DRAINAGE WIDTH FROM 12" TO 30".  
2. REDUCED UTILITY EASEMENTS FROM 15' TO 10' ON FRONT AND REAR OF ALL LOTS AND LOCATION OF UTILITIES TO PLACE WATER AND SEWER IN RIGHT-OF-WAY.  
3. SUBSTITUTE MORE DRAINAGE PIPES FOR C&M.

TRACTS DESIGNATED AS "RESERVE TRACTS" ARE RETAINED AND MAINTAINED BY THE DEVELOPER FOR FUTURE PURPOSES.

SURVEYOR'S NOTES:  
1. ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4902, MAG. 83, AS ESTABLISHED USING TRIMBLE V.B.S. NETWORK.  
2. THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPICTION OF THE RESULTS THEREOF ON THIS FINAL PLAT AND PROPERTY DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.

SURVEYOR'S CERTIFICATION  
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED BY AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 5175

INCE SURVEYING & ENGINEERING  
184 THOUSAND OAKS DRIVE WHITNEY, TEXAS 76892  
PHONE: 254-694-7708 FIRM #10088000  
FAX: 254-694-7230  
SCALE 1"=60' JULY 14, 2023 SURVEY NO. SN230826.1



11175

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JOHNSON §

That WELLS FARGO BANK TEXAS, N.A., AS SUCCESSOR TRUSTEE OF THE TRUST CREATED UNDER THE WILL OF BLANCHE E. MORGAN PROBATE #8048 AND AS TRUSTEE OF THE OTTO N. MORGAN FAMILY TRUST CREATED UNDER THE WILL OF OTTO N. MORGAN PROBATE #8258, herein called Grantor, of the County of Johnson, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of TWO HUNDRED NINETY-SIX THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS (\$296,765.00), paid to the grantor herein by LONE STAR LAND BANK OF TEXAS, at the instance and request of the grantee herein, the receipt of which is hereby acknowledged, as evidence of which said grantee has executed and delivered its one certain promissory note of even date herewith, in the principal sum of FOUR HUNDRED EIGHTY-SIX FIVE HUNDRED (\$486,500.00), payable to the order of LONE STAR LAND BANK OF TEXAS, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained to the extent of \$296,765.00, and is additionally secured by a Deed of Trust of even date herewith to GLENN R. PARR, Trustee; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto DOUBLE DIAMOND, INC., a Texas corporation, herein called Grantee, all of the following described real property in Johnson County, Texas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR A COMPLETE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY.

**THIS CONVEYANCE IS MADE SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, COVENANTS, CONDITIONS AND RESERVATIONS OF RECORD. IF ANY, APPLICABLE TO THE HEREIN CONVEYED PROPERTY OR ANY PART THEREOF.**

Grantee is acquiring the property "as is" with all faults and defects. Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind of character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the nature, quality or condition of the property, including without limitation, the water, soil and geology, or the presence or absence of any pollutant, hazardous waste, gas or substance or solid waste on or about the property, (ii) the income to be derived from the property, (iii) the suitability of the property for any and all activities and uses which Grantee may intend to conduct thereon, (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any governmental authority or body having jurisdiction, (v) the habitability, merchantability or fitness for a particular use or purpose of the property, or (vi) any other matter related to or concerning the property. Grantee has been given an opportunity to inspect the property and is relying solely on its own inspections and investigations of the property and not on any information provided by Grantor. Grantor and Grantee agree that Grantee shall assume the risk that the property may contain hazardous substances and that adverse physical conditions, including but not limited to the presence of hazardous substances or the presence of unknown abandoned oil and gas wells, water wells, sumps, and pipelines may not have been revealed by Grantee's investigation. All responsibility and liability related to all hazardous substances and adverse physical conditions on the property, whether known or unknown, is transferred from Grantor to Grantee. Grantee shall indemnify, defend and hold Grantee harmless from all claims, damages and liabilities of whatsoever nature related to all hazardous substances and adverse physical conditions on the property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Grantee, its successors and assigns forever; and it does hereby bind itself, its successors and assigns to WARRANT AND



FOREVER DEFEND all and singular the said premises unto the said Grantee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under it, but not otherwise.

But it is expressly agreed that the VENDOR'S LIEN, to the extent of \$296,765.00, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The said Vendor's Lien, to the extent of \$296,765.00, and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to LONE STAR LAND BANK OF TEXAS, its successors and assigns, the payee named in said note.

Notwithstanding any other provision of this deed to the contrary, there is hereby reserved for Grantor and Grantor's heirs, successors and assigns forever, an undivided one-half of the royalty under any mineral lease now or hereafter covering the Property, or any portion thereof, and the right to receive as a free royalty an undivided one-half of all oil, gas and other minerals now or hereafter produced from the Property without a mineral lease.

Wells Fargo Bank Texas, N.A., executes this solely in their stated capacity and shall not be held liable in any other capacity.

EXECUTED this 8<sup>th</sup> day of April, 2002

WELLS FARGO BANK TEXAS, N.A. AS  
SUCCESSOR TRUSTEE OF THE TRUST  
CREATED UNDER THE WILL OF BLANCHE E.  
MORGAN PROBATE #8048 AND AS TRUSTEE  
OF THE OTTO N. MORGAN FAMILY TRUST  
CREATED UNDER THE WILL OF OTTO N.  
MORGAN PROBATE #8258

By: Dennis G. Yeager  
Dennis G. Yeager  
Vice President

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on this the 8<sup>th</sup> day of April, 2002, by Dennis G. Yeager, Vice President of WELLS FARGO BANK TEXAS, N.A., a national banking association, on behalf of said bank in its capacity as Successor Trustee of the Trust created under the Will of Blanche E. Morgan Probate #8048 and as Trustee of the Otto N. Morgan Family Trust Created under the Will of Otto N. Morgan Probate #8258

(SEAL)

*Linda Goodner*  
NOTARY-PUBLIC, STATE OF TEXAS

Linda Goodner  
Notary's Printed Name

My commission expires: 1-11-2006

RETURN TO:

GRANTEES' MAILING ADDRESS:

DOUBLE DIAMOND, INC.  
10100 N. Central Expressway, Suite 400  
Dallas, Texas 75231  
200165v1



Being part or all of the A. BULLARD SURVEY, ABSTRACT NO. 1066, the MARK RIDLEY SURVEY, ABSTRACT NO. 736, the J.H. DILLARD SURVEY, ABSTRACT NO. 228, the E. SPEAR SURVEY, ABSTRACT NO. 796, the A.G. WOODS SURVEY, ABSTRACT NO. 909, the J.D. IRION SURVEY, ABSTRACT NO. 959, the JOHN HONEY SURVEY, ABSTRACT NO. 1183, the CALVIN HOGGARD SURVEY, ABSTRACT NO. 958 and the T. TOBY SURVEY, ABSTRACT NO. 847, Johnson County, Texas. Bearings are correlated to the north line of the T. Sparks Survey, Abstract No. 820, Johnson County, Texas. (North 60 degrees 00 minutes 00 seconds East)

Beginning at a 1/2 inch steel pin set being the southwest corner of the T. Sparks Survey, Abstract No. 820, and the northwest corner of the T. Toby Survey, Abstract No. 847, Johnson County, Texas;

Thence North 60 degrees 00 minutes 00 seconds East, along the south line of said Sparks Survey and the north line of said Toby Survey, at 1827.70 feet, passing a 5/8 inch steel pin found for the southeast corner of said Sparks Survey, in all, 3217.47 feet to a fence corner post found for the northeast corner of said Toby Survey;

Thence South 30 degrees 00 minutes 00 seconds East, 1353.59 feet to a 1/2 inch steel pin set for a corner; a 1/2 inch steel pin found bears South 30 degrees 00 minutes 00 seconds East, 101.41 feet being a deed corner of a westerly line of a deed conveyed to James H. Knapp as recorded in Volume 528, Page 146, Deed Records of Johnson County, Texas;

Thence generally along a bluff, South 33 degrees 05 minutes 42 seconds West, 519.33 feet to a fence post found for a corner;

Thence South 77 degrees 35 minutes 32 seconds West, generally along a fence, 246.29 feet to a fence post found for a corner;

Thence South 41 degrees 46 minutes 23 seconds West, generally along a bluff, 372.71 feet to a fence post found for a corner;

Thence South 19 degrees 01 minutes 54 seconds East, generally along a fence, 84.09 feet to a 12 inch cedar post found for a corner;

Thence South 27 degrees 48 minutes 56 seconds West, generally along a meandering fence, 389.72 feet to a 10 inch cedar post found for a corner;

Thence South 33 degrees 45 minutes 03 seconds East, generally along a fence, 1324.56 feet to a 1/2 inch steel pin found for a corner, being a corner in a westerly line of said Knapp Tract;

Thence generally along a fence on the westerly line of said Knapp Tract as follows:

South 37 degrees 25 minutes 28 seconds East, 590.00 feet to a 8 inch cedar fence corner post found;

South 35 degrees 58 minutes 42 seconds West, 622.00 feet to a 1/2 inch steel pin found;

South 42 degrees 10 minutes 16 seconds West, 784.00 feet to a 1/2 inch steel pin found;

South 30 degrees 10 minutes 22 seconds East, 203.46 feet to a 1/2 inch steel pin found;

North 79 degrees 31 minutes 59 seconds East, 196.79 feet to a fence corner post found;

South 67 degrees 41 minutes 42 seconds East, 779.00 feet to a 1/2 inch steel pin found;

South 35 degrees 00 minutes 12 seconds East, 345.74 feet to a 10 inch cedar fence post found;

South 31 degrees 55 minutes 32 seconds East, 411.13 feet to a 1/2 inch steel pin found;

South 27 degrees 48 minutes 15 seconds East, 418.34 feet to a 1/2 inch steel pin found;

South 22 degrees 42 minutes 30 seconds East, 598.06 feet to a highway monument found for a corner in the north line of F.M. Highway No. 916;

Thence along the northerly line of F.M. Highway No. 916 as follows:

South 68 degrees 25 minutes 22 seconds West, 163.24 feet to a highway monument found;

South 45 degrees 39 minutes 32 seconds West, 191.47 feet to a 1/2 inch steel pin found;

South 43 degrees 57 minutes 48 seconds West, 467.20 feet to a 1/2 inch steel pin found;

South 24 degrees 05 minutes 40 seconds West, 103.03 feet to a highway monument found;

Along a curve to the right having a radius of 2802.87 feet and a chord bearing South 50 degrees 30 minutes 07 seconds West, 737.07 feet, a distance of 739.21 feet to a highway monument found;

South 58 degrees 03 minutes 26 seconds West, 581.05 feet to a 1/2 inch steel pin found;

South 44 degrees 01 minute 16 seconds West, 103.08 feet to a highway monument found;

South 58 degrees 03 minutes 26 seconds West, 515.99 feet to a highway monument found being the beginning of a curve to the left;

Along said curve to the left having a radius of 1961.32 feet and a chord bearing South 53 degrees 00 minutes 18 seconds West, 345.44 feet, a distance of 345.88 feet to a 1/2 inch steel pin found;

South 60 degrees 00 minutes 00 seconds West, 99.10 feet to a Corp of

Engineers Monument found for a corner being the southwest corner of the Asa Bullard Survey, Abstract No. 1066, Johnson County, Texas;

Thence North 48 degrees 39 minutes 45 seconds West, 652.18 feet to a Corp of Engineers Monument found for a corner;

Thence North 69 degrees 21 minutes 47 seconds West, 424.79 feet to a Corp of Engineers Monument found for a corner;

Thence in a North, Northwesterly direction generally along a fence and a Boundary Line Agreement as recorded in Volume 1377, Page 558, Deed Records of Johnson County, Texas, as follows:

North 04 degrees 37 minutes 00 seconds West, 600.24 feet to a 3/8 inch steel pin found;

North 18 degrees 04 minutes 42 seconds West, 631.39 feet to a 3/8 inch steel pin found;

North 28 degrees 58 minutes 52 seconds West, 282.17 feet to a 3/8 inch steel pin found;

North 35 degrees 33 minutes 22 seconds West, 515.60 feet to a 1/2 inch steel pin found for a corner;

Thence North 57 degrees 55 minutes 35 seconds East, 1000.00 feet to a 1/2 inch steel pin set for a corner;

Thence North 02 degrees 50 minutes 17 seconds West, 2335.25 feet to a 1/2 inch steel pin set for a corner;

Thence North 29 degrees 15 minutes 21 seconds West, 2400.00 feet to the Place of Beginning and Containing 476.756 acres of land, LESS 0.522 acre known as the Kyle Burial Ground, (Cemetery), as fenced and deeded in Volume 183, Page 491, Deed Records of Johnson County, Texas, and LESS 1.0 acre for public school tract conveyed for school purposes forever, recorded in Volume 31, Page 462, Deed Records of Johnson County, Texas, leaving a net of 475.234 acres of land, more or less.

**WARNING — THIS IS PART OF THE OFFICIAL RECORD**  
**DO NOT DESTROY**

Filed For Record 1:07 AM/PM

APR 1 2002

County Clerk Johnson County  
By \_\_\_\_\_ Deputy

ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE REAL  
PROPERTY BECAUSE OF THE RACE,  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW



**STATE OF TEXAS**  
**COUNTY OF JOHNSON**

that I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.

CURTIS H. DOUGLAS, COUNTY CLERK  
JOHNSON COUNTY, TEXAS