

Return To

KIRBY TITLE, LLC  
5110 BUFFALO SPEEDWAY  
SUITE 202  
HOUSTON, TX 77005

GP 7071

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

20070275944  
05/07/2007 RP2 \$36.00

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF HARRIS

§

1300 ELLA, LTD., a Texas limited partnership (hereinafter called "Grantor"), for and in consideration for the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable considerations to it in hand paid by ELLA W. 12<sup>TH</sup>, LTD., a Texas limited partnership (hereinafter called "Grantee"), whose address is 1520 Oliver Street, Houston, Texas 77007, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the following (collectively referred to herein as the "Property"): all rights, titles, estates and interests of Grantor in and to (a) the land located in the County of Harris, State of Texas, and described in Exhibit "A" attached hereto and made a part hereof, incorporated herein for all purposes (the "Land"); (b) all improvements and structures thereon; (c) all rights, titles, estates and interests of Grantor, if any, in and to any and all alleys, strips or gores of land and to any land lying in the bed of any highway, street, road, avenue or alley, open or proposed, in, on, across from, in front of, abutting or adjoining the Land, whether owned or claimed by deed, limitation or otherwise and whether or not located inside or outside the Land; (d) all rights, titles, estates and interests of Grantor, if any, in and to any easements, right-of-ways, rights of ingress or egress and other interests in, on or to any land, highway, street, road or avenue, open or proposed in, on, across from, in front of, abutting or adjoining the Land; (e) all rights, titles, estates and interests of Grantor, if any, in and to any condemnation award made or to be made, after the date hereof, in connection with the Land and/or the interests described in the foregoing subparagraphs (b), (c) and (d), and in and to any unpaid award for damage to the Land and/or said interests pertaining to the Land; (f) all rights, titles, estates and interests of Grantor, if any, in and to any and all oil, gas and other mineral rights and interests pertaining to the Land without any warranty of title or condition whatsoever, notwithstanding anything herein to the contrary; (g) all rights, titles, estates and interests of Grantor, if any, in and to any and all rights to the present or future use of water rights, waste water, waste water capacity, drainage, water or other utility facilities that pertain to or benefit the Land, including without limitation, all reservations or commitments or letters covering any such use in the future; (h) all rights, titles, estates and interests of Grantor, if any, in and to any and all reversionary rights attributable to the Land; and (i) all rights, titles, estates and interests of Grantor, if any, in and to all other rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining to the Land or owned by Grantor and held in connection with the Land.

This conveyance is made subject and subordinate to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property, subject to the Permitted Exceptions, unto the said Grantee, 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.

**EXCEPT FOR (I) THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THAT CERTAIN COMMERCIAL CONTRACT-IMPROVED PROPERTY DATED EFFECTIVE FEBRUARY 19, 2007, AS AMENDED BY AMENDMENT TO COMMERCIAL CONTRACT-IMPROVED PROPERTY DATED EFFECTIVE MARCH 22, 2007, AND BY SECOND AMENDMENT TO COMMERCIAL CONTRACT-IMPROVED PROPERTY DATED EFFECTIVE APRIL 9, 2007 BY AND BETWEEN GRANTOR AND GRANTEE (COLLECTIVELY, THE "AGREEMENT"), AND (II) ALL EXPRESS AND IMPLIED WARRANTIES CONTAINED HEREIN AND ALL OTHER CONVEYANCE, TRANSFER AND ASSIGNMENT DOCUMENTS TO BE DELIVERED TO BUYER AT THE CLOSING, (COLLECTIVELY THE "REPRESENTATION AND WARRANTY EXCEPTIONS"), GRANTOR HAS NOT MADE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON; (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT TO POSSESSION OR USE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY, (iii) INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO OR (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY ON (I) GRANTEE'S OWN INVESTIGATION OF THE PROPERTY, AND (II) THE REPRESENTATION AND WARRANTY EXCEPTIONS, AND GRANTEE WILL ACCEPT THE PROPERTY, AND ACKNOWLEDGES THAT THE CONVEYANCE OF THE PROPERTY TO GRANTEE IS MADE BY GRANTOR ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS SUBJECT TO AND EXCEPT AS PROVIDED IN THE REPRESENTATION AND WARRANTY EXCEPTIONS. FURTHER, BY ACCEPTANCE OF THIS DEED, GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED,**

OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

Ad valorem taxes have been paid through the year 2006, and ad valorem taxes for the year 2007 have been prorated and assumed by Grantee.

EXECUTED as of the 3 day of May, 2007.

GRANTOR:

1300 ELLA, LTD.,  
a Texas limited partnership

By: GSI HOLDINGS, INC.,  
a Texas corporation, Its General  
Partner

By: Mary Eifert  
Mary Eifert, President

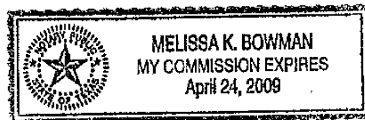
STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 3 day of May, 2007, by MARY EIFERT, President of GSI HOLDINGS, INC., a Texas corporation, on behalf of said corporation in its capacity as General Partner of 1300 ELLA, LTD., a Texas limited partnership, on behalf of said limited partnership.

Melissa K. Bowman  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

**After recording return to:**

Sage Interests, Inc.  
Attn: Irene Cruden  
Vice President  
1520 Oliver Street  
Houston, TX 77007



**EXHIBIT "A"**

**Legal Description of Land**  
**(Follows This Page)**

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION 4.5702 ACRES OUT OF THE JOHN REINERMAN SURVEY, A-642 HOUSTON, HARRIS COUNTY, TEXAS

All that certain 4.5702 acres of land out of the John Reinerman Survey, A-642 Houston, Harris County, Texas and being all that certain 0.9453 acres (called tract two) described in a deed dated 02-14-1990 from Naomi Elizabeth January, Naomi Lurlyn Fleming and Durwood Fleming, Co-trustees to 1300 Ella Ltd., filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. M515839, Film Code No. 169-67-1362 and all that certain 3.63 acre tract of land described in a deed dated 05-31-1996 from Global Services, Inc. to 1300 Ella, Ltd., filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. R960078, Film Code No. 508-66-1005 and being more particularly described by metes and bounds as follows;

Beginning at a found 3/4" iron pipe in the west right-of-way line of Ella Boulevard (80' wide) at its intersection with the north right-of-way line of West 12th Street (60' wide);

Thence N 89° 26' 00" W - 414.50', with said north right-of-way line to a to a found 5/8" iron rod for corner;

Thence N 00° 20' 30" E - 374.48', with the east line of a called 4.6155 acre tract of land described in a deed dated 03-03-1980 from Keystone International, Inc. to Big Three Industries, Inc., filed in the Official Public Records of Real Property of Harris County, Texas at Clerk File No. G460102, Film Code No. 152-98-1708 to a to a found 5/8" iron rod for corner;

Thence S 89° 26' 00" E - 133.89', with the south line of a MK&T Railroad Company Easement described in a deed dated 04-30-1949 from Adolph Lackner, et al to Missouri-Kansas-Texas Railroad Company of Texas filed at Volume 1941, Page 453 Harris County Deed Records to a to a found 5/8" iron rod for corner;

Thence N 00° 34' 00" E - 8.50' to a to a found 5/8" iron rod with cap for corner;

Thence S 89° 26' 00" E - 32.10', to a found 5/8" iron rod for corner;

Thence N 00° 28' 00" E - 150.73', with the west line of Lot 32, Block 50, Timbergrove Manor, Section 8 according to the plat thereof filed at Volume 53, Page 39, Harris County Map Records, to a found 5/8" iron rod marking a point on a curve to the left having a central angle of 02° 49' 39" a radius of 620.00' the center of said curve being located on a radial line bearing N 10° 36' 21" W from said point;

Thence in an easterly direction with said curve and the south right-of-way line of Grovewood Lane (60' wide) for an arc distance of 30.60' to a found PK nail in asphalt marking the Point of Reverse Curvature of a curve to the right having a central angle of 14° 00' 00" a radius of 337.00';

Thence with said curve continuing with said south right-of-way line for an arc distance of 82.34' to a found 5/8" iron rod marking the Point of Tangency;

Thence S 89° 26' 05" E - 138.59', continuing with said south right-of-way line to a found 5/8" iron rod for corner;

Thence S 00° 28' 00" W - 167.41' with the aforementioned west right-of-way line of Ella Boulevard to a found 5/8" iron rod for angle point;

Thence S 00° 34' 10" W - 382.98' continuing with said west right-of-way line to the **POINT OF BEGINNING**, containing 4.5702 acres (199,076 square feet) of land, more or less.

## EXHIBIT "B"

### Permitted Exceptions

1. Consent to encroachment of concrete block base and wood fence onto the herein described Land, as reflected by instrument recorded under Clerk's File No. X111517, in the Official Public Records of Real Property of Harris County, Texas, Office of the County Clerk of Harris County, Texas.
2. Building setback line ten (10) feet in width along the North and East boundary lines of the herein described Land as reflected by recorded plat in Volume 53, Page 39 of the Map Records of Harris County, Texas.
3. 1/16<sup>th</sup> undivided interest of all oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same pertaining to the herein described Land as set forth in instrument recorded in Volume 1768, Page 142 of the Deed Records of Harris County, Texas.
4. 1/32<sup>nd</sup> undivided non-participating royalty interest in all oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same pertaining to the herein described Land as set forth in instrument recorded in Volume 2428, Page 306 of the Deed Records of Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County Texas on

MAY - 7 2007



*Dorothy B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
2007 MAY - 7 PM 12:54  
*Dorothy B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY TEXAS

**RECORDER'S MEMORANDUM:**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.