

## EXHIBIT C General

### Warranty Deed

**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.**

Date: \_\_\_\_\_

Grantor: \_\_\_\_\_, a Texas limited partnership, acting by and through its duly authorized General Partner.

Grantor's Mailing Address: 1520 Oliver Street, Suite 270,  
Houston, Harris County, Texas 77007.

Grantee:

Grantee's Mailing Address: [include county]

Consideration: (as appropriate)

Property (including any improvements): (as appropriate)

Reservations from Conveyance: (as appropriate)

Without limitation of any other reservations from or exceptions to conveyance, Grantor hereby reserves out of the Property full fee simple title to all of the airspace overlying the Property from a distance of sixty feet (60') above the highest point of grade within the Property to a distance of five hundred feet (500') above the highest point of grade within the Property. **Grantee understands and agrees by acceptance of this conveyance that Grantee will not own and will not have any rights or authority to regulate or use the reserved airspace, and that Grantor hereby retains all such rights and authority.** As a material part of the Consideration Grantee also hereby agrees that if the foregoing reservation is hereafter determined by local, state or federal law or by applicable case law to be prohibited or invalid as to any person, entity, particular circumstance or property (including this Property), then (i) such prohibition or invalidity will not extend beyond such person, entity, particular circumstance or property (including this Property) and will not affect any other provisions of this reservation which can be given affect without the invalid provision or application, and to that end the provisions of this reservation are declared to be severable, and (ii) this reservation will be construed and deemed reformed to the extent (and only to the extent) required to conform this reservation to the requirements of any such law or court decision. Grantor and Grantee further agree that Grantor may, from time to time and without prior notice to or the joinder, consent or approval of Grantee, file of record a notice of any such reformation without further formality other than sending of a copy of the notice or other written notice thereof to the street address of the Property. The provisions of this reservation (including as to severability and reformation) also constitute restrictive covenants and/or equitable servitudes which will run with title to the Property, The foregoing provisions and this conveyance of air rights also constitute restrictive covenants and/or equitable servitudes which will run with title to the Property, and which are binding on, which are enforceable by and which inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all restrictions, minerals and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and

ordinances of municipal and other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Furthermore, Grantor further grants, sells and conveys the Property to Grantee, and Grantee accepts this deed and title to the Property SUBJECT TO the following restrictive covenants and/or equitable servitudes hereby imposed and created on the Property by Grantor, which restrictive covenants and/or equitable servitudes are binding on Grantee, and Grantee's heirs, legal representatives, successors and assigns, and will run with title to the Property for the benefit of and be enforceable by Grantor:

The improvements on the Property are covered by an express limited warranty given by Grantor to Grantee in connection with the conveyance of the Property (the "Limited Warranty"). Any and all claims by Grantee or any subsequent owner of the Property concerning or relating in any way to or arising out of the condition, construction or repair of the Property or any improvement on or to the Property made by Grantor are governed by and limited by the Limited Warranty, including its dispute resolution procedures, which includes arbitration of all disputes, all other warranties having been waived to the fullest extent allowed by law. Nothing herein is intended to or shall create any privity of contract between Grantor and any owner of the Property subsequent to Grantee, or create any obligation or duty by Grantor to any owner of the Property subsequent to Grantee. Grantee, and each future owner of the Property shall be required to provide to each of their respective grantee or transferees a copy of Limited Warranty.

Taxes for the current year have been prorated between the Grantor and Grantee, and the Grantee assumes the payment thereof.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

\_\_\_\_\_  
a Texas limited partnership

BY: \_\_\_\_\_  
a Texas limited liability company  
Its General Partner

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **Grantee's Acceptance of Deed**

Grantee accepts this deed and consents to its form and substance. Grantee acknowledges that the terms of this deed conform with Grantee's intent. Grantee agrees to the obligations imposed on Grantee by the terms of this deed. The provisions of this deed are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

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Grantee

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Grantee

[ACKNOWLEDGEMENTS]