

● SCHEDULE B

RESTRICTIONS, PLATS AND EXCEPTIONS

- RESTRICTIONS
- PLAT or Appraisal Map
- EASEMENTS
- OIL AND GAS LEASES
- MINERAL DEEDS
- AGREEMENTS
- _____

PUBLISH

WARRANTY DEED WITH VENDOR'S LIEN

1191

THE STATE OF TEXAS :
COUNTY OF EDWARDS :

KNOW ALL MEN BY THESE PRESENTS:

That we, WANDA COLLINS BECKER, of Westchester County, New York, ALA B. COLLINS DAVIDSON, THOMAS F. COLLINS, and LORENA COLLINS, of Tom Green County, Texas, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned cash in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his promissory note, of even date herewith, in the principal sum of \$344,120.00 payable to our order in San Angelo, Texas in certain annual installments, plus interest as therein provided, the last of which installments shall become due January 15, 1983, unless sooner paid, the payment of which note is secured by vendor's lien herein retained, and is additionally secured by a deed of trust, of even date herewith, to John D. Logan, Trustee, of Tom Green County, Texas, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GILMER A. MORRIS, grantee, of the County of Bexar, State of Texas, all of the following described real property in Edwards County, Texas, to-wit:

Abst.	Cert.	Survey	Block	Original Grantee	Acres
26	1/647	3 All	4	B. S. & F.	503
27	1/648	5 All	4	B. S. & F.	49
2610	1/649	8 All	4	B. S. & F.	450.7
29	1/650	9 All	4	B. S. & F.	640
2079	1/650	10 All	4	B. S. & F.	640
2624	1/653	16 All	4	B. S. & F.	640
36	1/654	17 All	4	B. S. & F.	221.5
3250	1/656	20 All	4	B. S. & F.	23.6
34	1/657	21 All	4	B. S. & F.	605

The North part of Survey No. 4, Abstract 2611, Certificate 1/647, Block 4, B. S. & F., containing 160 acres, more or less, and described by metes and bounds as follows:

BEGINNING at the N.W. cor. of Sur. 4, of which this Sur. is a part; for the N.W. cor. of this Sur.; THENCE S. 25 W. 476 vrs. to the S.W. cor. of this Sur.; THENCE S. 65 E. 1830 vrs. to a point in the N. line of Sur. 64, Block 1;

THENCE S. 85 E. with said line, 70 vrs. to the S.E.
cor. of this Sur.;
THENCE N. 25 E. 49½ vrs. to the N.E. cor. of this
Sur.;
THENCE N. 65 W. 1900 vrs. to the place of beginning.

SAVE AND EXCEPT and there is reserved to Ala B. Collins Davidson, Wanda Collins Becker, and Thomas F. Collins, their heirs and assigns, an undivided one-half (1/2) interest in and to all of the royalty on oil, gas and other minerals in, under and that may be produced from the above described lands, which reserved royalty shall be non-participating as to bonuses, delay rentals and leasing rights so that grantee, his heirs and assigns, shall have full and exclusive right to make oil, gas and mineral leases of said lands and to retain as his, or their, own all bonuses and delay rentals paid therefor or thereunder, together with the royalty not hereby reserved.

This conveyance is subject to oil, gas and mineral leases and any easements and rights-of-way which may be outstanding of record as of this 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 grantee, his heirs, successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, 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.

EXECUTED this 1st day of December, 1972.

Wanda Collins Becker
Wanda Collins Becker

Ala B. Collins Davidson
Ala B. Collins Davidson

Thomas F. Collins
Thomas F. Collins

Lorena Collins
Lorena Collins

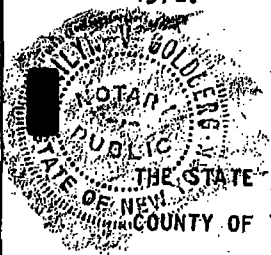
THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

BEFORE ME, the undersigned authority, on this day personally appeared WANDA COLLINS BECKER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 7 day of December, 1972.

Margaret J. Goldberg
Notary Public in and for
Westchester County, New York

Notary Public in and for New York
No. 60-14760-5
Qualified in Westchester County
Commission Expires March 30, 1973



THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, the undersigned authority, on this day personally appeared ALA B. COLLINS DAVIDSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2 day of December, 1972.

Clint A. Syner
Notary Public in and for
Tom Green County, Texas

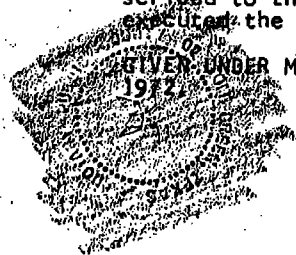


THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS F. COLLINS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2 day of December, 1972.

Clint A. Syner
Notary Public in and for
Tom Green County, Texas



THE STATE OF TEXAS
COUNTY OF TOM GREEN

BEFORE ME, the undersigned authority, on this day personally appeared
LORENA COLLINS, known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that she executed
the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2 day of December,
1972.

Clint A. Syman
Notary Public in and for
Tom Green County, Texas

Filed on Dec. 27, 1972

at 10:30 o'clock A. M.

Recorded on Dec. 27, 1972

at 10:55 o'clock A. M.

Dorothy R. Hatley, Clerk, County Court

In and For Edwards County, Texas.

By *Carolyn Solberg* Deputy.

XX

NORA MAY WILLIAMS

PROOF OF HEIRSHIP

THE PUBLIC

(1)	ABST.	CERT.	SURVEY	BLOCK	ORIGINAL GRANTEE	ACRES
	26	1/647	3 All	4	B. S. & F.	503
	27	1/648	5 All	4	B. S. & F.	49
	2610	1/649	8 All	4	B. S. & F.	450.7
	29	1/650	9 All	4	B. S. & F.	640
	2079	1/650	10 All	4	B. S. & F.	640
	2624	1/653	16 All	4	B. S. & F.	640
	36	1/654	17 All	4	B. S. & F.	221.5
	3250	1/656	20 All	4	B. S. & F.	23.6
	34	1/657	21 All	4	B. S. & F.	605

The north part of Survey No. 4, Abstract 2611, Certificate 1/647, Block 4, B. S. & F., containing 160 acres, more or less, and described by metes and bounds as follows:

G. A. Morriss

BEGINNING at the N. W. Cor. of Sur. 4, of which this Sur. is a part, for the N. W. cor. of this Sur.;

THENCE S. 25 W. 476 vrs. to the S. W. cor. of this Sur.;

THENCE S. 65 E. 1830 vrs. to a point in the N. line of Sur. 62, Block 1;

THENCE S. 85 E. with said line, 70 vrs. to the S. E. cor. of this Sur.;

THENCE N. 25 E. 449½ vrs. to the N. E. cor. of this Sur.;

Thence N. 65 W. 1900 vrs. to the place of beginning; and being the same tracts of land described in Deed recorded in Volume 49, Page 225, Deed Records of Edwards County, Texas, and being 3932.8 acres, more or less.

- (2) 107.7 acres, more or less, being all of the South Part of Survey No. 4, Certificate No. 1/647, Abstract No. 3592, Block No. 4, B. S. & F., and being the same land patented to G. A. Morriss by Patent No. 271, Vol. 20-B, dated June 9, 1952, which Patent is shown of record in Volume 7, Page 68 of the Patent Records of Edwards County, Texas and described by metes and bounds as follows:

BEGINNING at a rock mound in the North or Northwest line of said Survey No. 4, B. S. & F., Block 4, set 476 varas South 25 deg. W. of its North or Northwest corner; THENCE South 25 deg. W. 665.1 vrs. to a rock mound in the North line of Survey 62, G. W. T. & P. R. R. Co., Block 1; THENCE South 85 deg. E. 1944.7 vrs. to a point in the North line of Survey 63, Block 1; THENCE North 65 deg. W. 1827.4 vrs. to the PLACE OF BEGINNING.

- (3) 72.4 acres out of the South part of Survey 96½, Block E, and being described as follows:

Beginning at the SE corner of Survey 96½;

Thence N 65° W 1101.3 varas;

Thence N 70° 29' E 1059.0 varas;

Thence South 819.2 varas to beginning;

SAVE AND EXCEPT and there is hereby Reserved to Grantors herein, GILMER A. MORRISS and wife, PANSY E. MORRISS, their heirs and assigns, an undivided one-half (1/2) interest in and to all of the minerals, together with an undivided one-fourth (1/4) interest in and to the non-participating royalty in, under, on and that may be produced from the above described land, excepting only the 107.7 acres out of Survey 4, Block 4. It is understood and accepted by Grantee herein that this conveyance is made subject to the one-half non-participating royalty interest reserved by WANDA COLLINS BECKER, ET AL, in deed recorded in Volume 49, Page 225, Deed Records of Edwards County, Texas, and the reservation of one-half of the non-participating royalty heretofore reserved by HAL PETERSON, ET AL, in quitclaim deed dated September 20, 1948 recorded in Volume Y, Page 528, Miscellaneous Deed Records of Edwards County, Texas pertaining to the 72.4 acres out of Survey 96 1/2, Block E. That, following the conveyance herein, Grantor shall own an undivided one-half of the mineral rights and an undivided one-fourth of the non-participating royalty interest in the oil, gas and other minerals, and Grantee shall own an undivided one-half of the mineral rights, together with an undivided one-fourth of the non-participating royalty interest in the oil, gas and other minerals, in, under, on and that may be produced from the above described land, excepting only the 107.7 acres out of Survey 4, Block 4, and as to said 107.7 acre tract of land Grantors make no reservation. Provided however, that Grantee herein, its successors and assigns, shall have the full and exclusive right to execute any and all oil, gas and mineral leases on said land and it shall not be necessary for Grantors, their heirs and assigns, to join in the execution of any of said leases. Grantors covenant that neither they, their heirs or assigns, will execute any oil, gas or mineral leases covering the property described herein unless

requested by Grantee, its successors and assigns. Provided further, however, Grantors, their heirs and assigns shall be entitled to receive one-half of any bonus, delay rental and overriding royalty received upon the execution of any of said oil, gas or mineral leases on the above described premises, save and except that pertaining to the 107.7 acre tract out of Survey 4, Block 4. Grantee further covenants and agrees that it will not execute any oil, gas or mineral lease which provides for less than the usual (1/8) royalty.

This conveyance is made subject to the following:

(1) An oil, gas and mineral lease from THOMAS F. COLLINS, ET AL, to JESSE CHIPMAN, JR., Lessee, recorded in Miscellaneous Deed Records of Edwards County, Texas, Volume Z-18, Page 118.

(2) Oil, gas and mineral lease dated April 6, 1972, from GILMER A. MORRISS to MUSTANG SPECIALITY COMPANY, recorded in Volume Z-17, Page 631 Miscellaneous Deed Records of Edwards County, Texas.

A.G.M.
~~(3) Right of way easement to the State of Texas, dated December 15, 1958, recorded in Volume Z-5, Page 174, Deed Records of Edwards County, Texas.~~

(4) Mineral reservation by the State of Texas as to the 107.7 acre tract out of Survey 4, Block 4.

(5) This conveyance is also made subject to the liens retained by WANDA COLLINS BECKER, ET AL, in conveyance to GILMER A. MORRISS, recorded in Volume 49, Page 225, Deed Records of Edwards County, Texas. However, Grantors herein covenant and agree to timely pay the obligations which said liens secure as set out in the deed of trust executed this day by Grantee herein to RALPH W. BRITE, Trustee, for the benefit of GILMER A. MORRISS and PANSY E. MORRISS.

TO HAVE AND TO HOLD the above described premises, together with all improvements thereon, and all and singular the

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EDWARDS §

That DIAMOND RANCH, LTD., a Texas Limited Partnership, of which DOUGLAS DUWE is General Partner, of Austin, Travis County, Texas, for and in consideration of the sum of \$10.00 and other valuable consideration to the undersigned cash in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee herein of his one certain promissory note of even date herewith, in the principal sum of Seven Hundred Fifteen Thousand Six Hundred Forty-four and 60/100 Dollars (\$715,644.60), payable to the order of Grantor and with terms and provisions as therein provided, the payment of which note is secured by Vendor's Lien herein retained, and is additionally secured by a Deed of Trust, of even date herewith, to WM. TERRY BRAY, Trustee, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto ROSS D. MARGRAVES, Trustee, of Harris County, Texas, all of the following described real property in Edwards County, Texas, consisting of 4112.9 acres, more or less, as follows:

(1) ABST.	CERT.	SURVEY	BLOCK	ORIGINAL GRANTEE	ACRES
26	1/647	3 All	4	B. S. & F.	503
27	1/648	5 All	4	B. S. & F.	49
2610	1/649	8 All	4	B. S. & F.	450.7
29	1/650	9 All	4	B. S. & F.	640
2079	1/650	10 All	4	B. S. & F.	640
2624	1/653	16 All	4	B. S. & F.	640
36	1/654	17 All	4	B. S. & F.	221.5
3250	1/656	20 All	4	B. S. & F.	23.6
34	1/657	21 All	4	B. S. & F.	605

The north part of Survey No. 4, Abstract 2611, Certificate 1/647, Block 4, B. S. & F., containing 160 acres, more or less, and described by metes and bounds as follows:

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BEGINNING at the N. W. Cor. of Sur. 4, of which this Sur. is a part, for the N. W. cor. of this Sur.;

THENCE S. 25 W. 476 vrs. to the S. W. cor. of this Sur.;

THENCE S. 65 E. 1830 vrs. to a point in the N. line of Sur. 63, Block 1;

THENCE S. 85 E. with said line, 70 vrs. to the S. E. cor. of this Sur.;

THENCE N. 25 E. 449½ vrs. to the N. E. cor. of this Sur.;

Thence N. 65 W. 1900 vrs. to the place of beginning; and being the same tracts of land described in Deed recorded in Volume 49, Page 225, Deed Records of Edwards County, Texas, and being 3932.8 acres, more or less.

- (2) 107.7 acres, more or less, being all of the South Part of Survey No. 4, Certificate No. 1/647, Abstract No. 3592, Block No. 4, B. S. & F., and being the same land patented to G. A. Morriss by Patent No. 271, Vol. 20-B, dated June 9, 1952, which Patent is shown of record in Volume 7, Page 68 of the Patent Records of Edwards County, Texas and described by metes and bounds as follows:

BEGINNING at a rock mound in the North or Northwest line of said Survey No. 4, B. S. & F., Block 4, set 476 varas South 25 deg. W. of its North or Northwest corner; THENCE South 25 deg. W. 665.1 vrs. to a rock mound in the North line of Survey 62, G. W. T. & P. R. R. Co., Block 1; THENCE South 85 deg. E. 1944.7 vrs. to a point in the North line of Survey 63, Block 1; THENCE North 65 deg. W. 1827.4 vrs. to the PLACE OF BEGINNING.

- (3) 72.4 acres out of the South part of Survey 96½, Block E, and being described as follows:

Beginning at the SE corner of Survey 96½;
Thence N 65° W 1101.3 varas;
Thence N 70° 29' E 1059.0 varas;
Thence South 819.2 varas to beginning;

SAVE AND EXCEPT and there is hereby Reserved to Grantor herein, Diamond Ranch, Ltd., its successors and assigns, an undivided non-participating one-eighth (1/8) of the royalty interest in, under, on and that may be produced from the above-described land, excepting only the 107.7 acres out of Survey 4, Block 4. It is understood and accepted by Grantee herein that this conveyance is made subject to (1) the reservation of an undivided one-half (1/2) interest in and to all of the minerals, together with an undivided one-fourth (1/4) interest in and to the non-participating royalty in, under, on and that may be

HAVE AND EXCEPT ~~THE~~ ~~INTEREST~~ ~~HEREIN~~ ~~RESERVED~~ TO Grantor herein, Diamond Rubish, Ltd., his successors and assigns, an undivided non-participating one-eighth (1/8) of the ~~oil, gas and other minerals, in, under, on and that may be produced from the above-described land, excepting only the 107.7 acres out of the Survey 4, Block 4, as reserved by Gilmer A. Morris and wife in a deed recorded in Vol. 51, Page 281, Deed Records of Edwards County, Texas; (2) the one-half (1/2) non-participating royalty interest reserved by WANDA COLLINS BECKER, ET AL., in deed recorded in Volume 49, Page 225, Deed Records of Edwards County, Texas; and (3) the reservation of one-half (1/2) of the non-participating royalty heretofore reserved by HAL PETERSON, ET AL., in quitclaim deed dated September 20, 1948, recorded in Volume Y, Page 528, Miscellaneous Deed Records of Edwards County, Texas pertaining to the 72.4 acres out of Survey 96 1/2, Block E; and that, following the conveyance herein, Grantor shall own an undivided one-eighth (1/8) of the non-participating royalty interest in the oil, gas and other minerals, and Grantee shall own an undivided one-half (1/2) of the mineral rights, together with an undivided one-eighth (1/8) of the non-participating royalty interest in the oil, gas and other minerals, in, under, on and that may be produced from the above-described land, excepting only the 107.7 acres out of Survey 4, Block 4, and as to said 107.7 acre tract of land Grantor makes no reservation. Provided, however, that Grantor herein, his successors and assigns, shall have the full and exclusive right to execute any and all oil, gas and mineral leases on said land and it shall not be necessary for Grantor, its successors and assigns, to join in the execution of any of said leases. Grantor covenants that neither it, nor its successors or assigns, will execute any oil, gas or mineral leases covering the property described herein unless requested by Grantee, his successors and assigns. Grantee further covenants and agrees that neither he, nor his successors or assigns will execute any oil, gas or mineral lease which provides for less than the usual one-eighth (1/8) royalty.~~

This conveyance is also made subject to the following:

- (1) The mineral interests reserved as hereinabove set forth.
- (2) An oil, gas and mineral lease from THOMAS F. COLLINS, ET AL., to JESSE CHIPMAN, JR., Lessee, recorded in Volume Z-18, Page 118, Miscellaneous Deed Records of Edwards County, Texas.
- (3) Oil, gas and mineral lease dated April 6, 1972, from GILMER A. MORRISS to MUSTANG SPECIALTY COMPANY, recorded in Volume Z-17, Page 631, Miscellaneous Deed Records of Edwards County, Texas.
- (4) Mineral reservation by the State of Texas as to the 107.7 acre tract out of Survey 4, Block 4.
- (5) An unrecorded grazing lease dated January 15, 1974, from Grantee to Gilmer A. Morriss.
- (6) All liens securing the balance, principal and interest, remaining unpaid on two certain existing real estate lien notes as follows: Note 1, in the original principal sum of \$344,120.00, dated _____, 19___, executed by Gilmer A. Morriss and wife, and payable to the order of Wanda Collins Becker, et al, which Note and the liens securing same are fully described in a Deed of record in Volume 49, at Page 225, of the Deed Records of Edwards County, Texas; and Note 2, in the original principal sum of \$444,193.20 (which \$444,193.20 Note includes within its principal amount the sum of \$344,120.00 as evidenced by Note 1, described above, to Wanda Collins Becker, et al), dated January 8, 1974, executed by Grantor and payable to the order of Gilmer A. Morriss and wife, which Note and the liens securing same are fully described in a Deed of record in Volume 51, at Page 281, of the Deed Records of Edwards County, Texas. It is specifically understood and agreed (A) that Grantee herein, and his successors and assigns do not assume payment of and shall have no obligation of any kind under said Notes or any instrument securing same; (B) that Grantor herein, its predecessor in title, or its successors, assigns or

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and agreed (A) that Grantor ~~and his~~ successors and assigns do not assume payment of and shall have no obligation of any kind under said Note or any instrument securing same; (B) that Grantor herein, his predecessors in title, or his successors and assigns or agents with respect to said Note from Grantee to Grantor above described, shall make all payments and perform all acts required under said Notes or any instruments securing same so long as Grantee, his successors and assigns, faithfully and timely perform all terms and conditions of said Note from Grantee to Grantor above described and all instruments securing same; and (C) that Grantee, his successors and assigns, shall, so long as the condition stated in (B) above is met, have the right (but not the obligation) in the event of default under either said Note 1 or said Note 2 described above or any instrument securing same, to cure same and to apply all payments made and costs incurred in so doing, to and against the next maturing installments of principal or interest under the Note from Grantee to Grantor above described.

TO HAVE AND TO HOLD the above-described premises, together with all improvements thereon, and all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his successors 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 Grantee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Filed on January 24, 1979

at 1:10 o'clock P. M.

Recorded on January 24, 1979

at 2:10 o'clock P.M.

Dorothy R. Hatley, Clerk, County Court

In and For Edwards County, Texas.

By Edmunda Reyes Deputy.

XX

ROSS D. MARGRAVES, JR., TRUSTEE

WARRANTY DEED WITH VENDOR'S LIEN

ENERGY LAND, INC., A TEXAS CORPORATION

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may be produced from the above described land, excepting only the 107.7 acres out of Survey Four (4), Block Four (4), as reserved by GILMER A. MORRISS and wife, PANSY MORRISS, in a Deed recorded in Volume 51 at Page 281 of the Deed Records of Edwards County, Texas; (2) the one-half (½) non-participating royalty interest reserved by WANDA COLLINS BECKER, ET AL., in a Deed recorded in Volume 49 at Page 225 of the Deed Records of Edwards County, Texas; and (3) the reservation of one-half (½) of the non-participating royalty heretofore reserved by HAL PETERSON, ET AL. in Quit-Claim Deed dated September 20, 1948, recorded in Volume Y at Page 528 of the Miscellaneous Deed Records of Edwards County, Texas, pertaining to the 72.4 acres out of Survey 96½, Block E; and (4) the reservation of an undivided non-participating one-eighth (1/8th) of the royalty interest in the oil, gas and other minerals heretofore reserved by DIAMOND RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, in Warranty Deed with Vendor's Lien, dated November 1, 1974, recorded in Volume 52 at Page 145 of the Deed Records of Edwards County, Texas; and that, following the conveyance herein, Grantor shall own an undivided one-sixteenth (1/16th) of the non-participating royalty interest in the oil, gas and other minerals, and Grantee shall own an undivided one-half (½) of the mineral rights, together with an undivided one-sixteenth (1/16th) of the non-participating royalty interest in the oil, gas and other minerals, in, under on and that may be produced from the herein described real property, excepting only the 107.7 acres out of Survey Four (4), Block Four (4), and as to said 107.7 acre tract of land, Grantor makes no reservation. Provided, however, that Grantee herein, its successors or assigns, shall have the full and exclusive right to execute any and all oil, gas and mineral leases on said land and it shall not be necessary for Grantor, his successors and assigns, to join in the execution of any of said Leases. Grantor covenants that neither he, his successors or assigns, will execute any oil, gas or mineral leases covering the property described herein unless requested by Grantee, its successors or assigns. Grantee further covenants and agrees that neither it, nor its successors or assigns will execute any oil, gas or mineral lease which provides for less than one-eighth (1/8th) royalty.

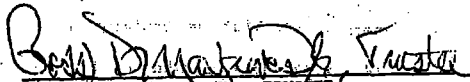
This conveyance is also made subject to the following:

- (1) The mineral interest reserved as herein above set forth;
- (2) An oil, gas and mineral lease from THOMAS F. COLLINS, ET AL. to JESSE CHIPMAN, JR., Lessee, recorded in Volume Z-18, Page 118, Miscellaneous Deed Records of Edwards County, Texas;
- (3) Oil, gas and mineral lease dated April 6, 1972, from GILMER A. MORRIS to MUSTANG SPECIALTY COMPANY, recorded in Volume Z-17 at Page 631 of the Miscellaneous Deed Records of Edwards County, Texas;
- (4) Pipeline right-of-way easement dated July 10, 1975, from ROSS D. MARGRAVES, JR., TRUSTEE, to PGP GAS PRODUCTS, INC., A TEXAS CORPORATION, recorded in the Official Records of Real Property of Edwards County, Texas;
- (5) Mineral reservation by the State of Texas as to the 107.7 acre tract out of Survey Four (4), Block Four (4);
- (6) All liens securing the balance, principal and interest, remaining unpaid on three (3) certain existing real estate lien notes as mentioned above, to-wit: NOTE 1, in the original principal sum of THREE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$344,120.00), dated December 1, 1972, executed by GILMER A. MORRIS, and payable to the order of WANDA COLLINS BECKER, ET AL., which Note and the liens securing same are fully described in the Deed of Record in Volume 49, at Page 225 of the Deed Records of Edwards County, Texas; and NOTE 2, in the original principal sum of FOUR HUNDRED FORTY FOUR THOUSAND ONE HUNDRED NINETY THREE AND 20/100 DOLLARS (\$444,193.20) (which \$444,193.20 Note includes within its principal amount the sum of \$344,120.00 as evidenced by Note 1, described above, to WANDA COLLINS BECKER, ET AL.), dated January 8, 1974, executed by DIAMOND RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, and payable to the order of GILMER A. MORRIS and wife, PANSY E. MORRIS, which Note and the liens securing same are fully described in the Deed of Record in Volume 51 at Page 281 of the Deed Records of Edwards County, Texas; and NOTE 3, in the original principal sum of \$715,644.60 (which \$715,644.60 Note includes within its principal amount the sum of \$344,120.00 as evidenced by Note 1, described above, to WANDA COLLINS BECKER, ET AL., and further includes within its principal amount the sum of FOUR HUNDRED FORTY FOUR THOUSAND ONE HUNDRED NINETY THREE AND 20/100 DOLLARS (\$444,193.20) as evidenced by Note 2, described above, to GILMER A. MORRIS and wife, PANSY E. MORRIS) dated November 1, 1974, executed by Grantor and payable to the order of DIAMOND RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, which Note and the liens securing same are fully described in the Deed of Record in Volume 52 at Page 145 of the Deed Records of Edwards County, Texas.

TO HAVE AND TO HOLD the herein described premises, together with all improvements thereon, and all and singular, the rights and appurtenances thereto and anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind his successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof;

But it is expressly agreed that the Vendor's Lien, as well as the superior title in and to the above described premises, is retained against the herein described property, premises and improvements until the above described Notes and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.


EXECUTED this 16 day of January, 1979.


ROSS D. MARGRAVES, JR., TRUSTEE

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared ROSS D. MARGRAVES, JR., TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of January, 1979.


NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES: 5-20-79

LUCILE K. RAINEY
Notary Public, Harris County, Texas



All that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 3262.3 acres of land, being out of Original Surveys, as follows:

491.9 acres, Survey No.3, B.S.& F., Block 4, Mariah L. Thornton, Assignee, Abstract No.29, Certificate No.1/647;

128.4 acres, North part of Survey No.4, B.S.& F., Block 4, Ida A. Robinson, Assignee, Abstract No.2611, Certificate No.1/647;

103.1 acres, South part of Survey No.4, B.S.& F., Block 4, G.A. Morriss, Assignee, Abstract No.3592, Certificate No.1/647;

370.5 acres, Survey No.9, B.S.& F., Block 4, F.H. Woodworth, Assignee, Abstract No.29, Certificate No.1/650;

645.5 acres, Survey No.10, B.S.& F., Block 4, Cecil Robinson, Assignee, Abstract No.2079, Certificate No.1/650;

640.6 acres, Survey No.16, B.S.& F., Block 4, Cecil Robinson, Assignee, Abstract No.2624, Certificate No.1/653;

208.3 acres, Survey No.17, B.S.& F., Block 4, William Gibson, Assignee, Abstract No.36, Certificate No.1/654;

24.9 acres, Survey No.20, B.S.& F., Block 4, Sid Peterson, Assignee, Abstract No.3250, Certificate No.1/656;

598.6 acres, Survey No.21, B.S.& F., Block 4, Caroline V. Price, Assignee, Abstract No.34, Certificate No.1/657;

59.5 acres, Survey No.96 1/2, Mrs. E.J. O'Guinn, Block E, Ida A. Robinson, Assignee, Abstract No.2612, Certificate No.1932;

And being out of that tract which was conveyed from Wanda Collins Becker, et al., to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49 at Page 225 of the Deed Records of Edwards County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake in fence, the North line of Survey No.62, G.W.T.& P. R.R.Co., Block 1, the South line of the South part of said Survey No.4, and SW corner of a separate 421.5 acre tract out of said Gilmer A. Morriss Ranch, located 5772.3 feet N.84°56'W. from a fence corner post set to mark the SE corner of said Survey No.8, NE corner of Survey No.63 and the SW corner of Survey No.69, G.W.T.& P.R.R.Co., Block 1, from which the original Live Oak bearing trees, now 12", bear, N.34 1/2°E. 34 varas and S.53 1/2°W. 59 varas;

THENCE with fence, N.84°23'W. 1486.5 feet, N.84°10'W. 3405.7 feet, N.82°15'W. 38.5 feet and N.84°06'W. 5356.7 feet to a fence corner post, the SW corner of subject tract, in the West line of said Survey No.3 and East line of Survey No.2, B.S.& F., Block 4;

THENCE with fence the West line of said Survey No.3 and said Survey No.10, N.24°43'E. 10287.5 feet to the NW corner of said Survey No.10 and SW corner of Survey No.15, B.S.& F., Block 4, set 534.4 feet S.24°43'W. from a fence corner post;

THENCE with the North line of said Survey No.10 and said Survey No.15, S.65°E. 5288.2 feet to the NE corner of said Survey No.10, SE corner of said Survey No.15 and SW corner of said Survey No.16;

EXHIBIT "A"

THENCE with the West line of said Survey No. 16, East line of said Survey No. 15, N.24°45'E. 547.2 feet to a fence corner post;

THENCE with fence along the West line of said Survey No. 16 and No. 21 and East line of said Survey No. 15, and Survey No. 22, B.S. & F., Block 4, N.24°45'E. 4771.5 feet, N.24°52'E. 2902.3 feet to a fence post;

THENCE continuing with said Survey line, N.24°52'E. 2416.4 feet to the NW corner of said Survey No. 21, NE corner of said Survey No. 22 and in the South line of said Survey No. 96 1/2, Ida A. Robinson;

THENCE with the South line of said Survey No. 96 1/2 and North line of said Survey No. 22, N.65°W. 554.1 feet to its intersection with the SE right of way line of Texas Highway No. 41;

THENCE with the SE line of said Texas Highway No. 41, N.70°29'E. 2673.7 feet to a fence corner post in the East line of said Survey No. 96 1/2;

THENCE with fence along the East line of said Survey No. 96 1/2, S.0°29'W. 2063.8 feet to a fence corner post, the approximate SE corner of said Survey No. 96 1/2;

THENCE with fence, S.44°29'E. 2511.4 feet to a fence corner post in the East line of said Survey No. 21 and West line of Survey No. 76, G.W.T. & P.R.R.Co., Block 1, located S.4°47'W. 941.1 feet from a rock mound marking the NE corner of said Survey No. 21;

THENCE with fence along the East line of said Surveys No. 21, 20 and 17, and West line of Surveys No. 76, 75 and 70, G.W.T. & P.R.R.Co., Block 1, S.4°57'W. 5251.2 feet and S.4°52'W. 4791.5 feet to an iron stake, the NE corner of a separate second 421.5 acre tract out of said Gilmer A. Morris Ranch;

THENCE with North line of said second 421.5 acre tract, S.86°38'W. 257.0 feet to an iron stake in the center of road;

THENCE continuing with North line of said second 421.5 acre tract, the center of road, N.43°23'W. 383.7 feet, N.58°56'W. 203.4 feet, N.70°27'W. 271.8 feet, S.80°51'W. 409.4 feet, N.14°14'W. 272.6 feet, N.61°42'W. 465.9 feet, N.22°31'W. 159.7 feet, S.82°41'W. 267.4 feet, S.31°54'W. 229.6 feet, S.88°30'W. 123.8 feet, N.40°41'W. 623.3 feet and N.69°17'W. 108.6 feet to the NW corner of said second 421.5 acre tract and NE corner of aforesaid 421.5 acre tract;

THENCE with the North line of aforesaid 421.5 acre tract, the center of road, N.69°17'W. 155.2 feet, S.49°10'W. 128.9 feet, S.85°53'W. 259.0 feet, S.76°58'W. 153.3 feet, N.85°46'W. 616.6 feet, N.68°38'W. 520.4 feet, N.57°08'W. 350.3 feet, N.68°33'W. 145.4 feet, S.58°23'W. 218.3 feet, N.48°35'W. 385.6 feet and N.58°07'W. 78.6 feet to the NW corner of aforesaid 421.5 acre tract;

THENCE with the West line of aforesaid 421.5 acre tract, S.4°52'W. 6988.3 feet to the place of beginning.

EXHIBIT "A"

Filed on January 24, 1979

at 1:10 o'clock P. M.

Recorded on January 24, 1979

at 3:00 o'clock P. M.

Dorothy R. Hatley, Clerk, County Court

In and For Edwards County, Texas.

By Emmilda Reyes Deputy.

XX

G. E. LEHMANN

CERTIFIED COPY OF POWER OF ATTORNEY

LAVERN D. HARRIS

IN THE COUNTY COURT OF EDWARDS COUNTY, ILLINOIS

FILED
 OF
 OF
 ENFERED (PRED)

Order Admitting Will O. Robert Long, Regs
 Aug 4 19 1183

Feb 23 1984
Morgan M. Finley
 COURT
 ILLINOIS

Filed on April 2, 1984

at 5:00 o'clock A. M.

Recorded on April 2, 1984

at 1:20 o'clock P. M.

Lorothy R. Hatley, Clerk, County Court

In and For Edwards County, Texas.

By *Edna Lida Reyes* Deputy.

:XX

ENERGY/LAND, INC.

WARRANTY DEED

DOW J. PATTERSON, ET UX

*Vol 66
Pg. 491*

WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF EDWARDS §

KNOW ALL MEN BY THESE PRESENTS:

That ENERGY/LAND, INC., a Texas corporation, acting herein by and through its duly authorized attorney in fact, G. E. LEHMANN, specially thereto constituted by power of attorney in a resolution granting general authority to said attorney in fact, G. E. LEHMANN, to convey land pursuant to Article 5.08, Texas Business Corporation Act, adopted and passed by the Board of Directors of said corporation on the 20th day of August, 1981, and recorded in Volume 61, Page 747 of the Deed Records of Edwards County, Texas, as by reference thereto will more fully appear, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by DOW J. PATTERSON and wife, CAMILLE E. PATTERSON, of 20 Cedar Drive E., Kerrville, Texas 78028, hereinafter referred to as Grantees, the receipt of which is hereby acknowledged and confessed, and for which no lien, expressed or implied does or shall exist, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the above named Grantees, all of the following described property lying and being situated in Edwards County, Texas, to-wit:

All that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 40.0 acres of land, out of Original Survey No. 10, B.S. & F. Block 4, Cecil Robinson, Assignee, Abstract No. 2079, and being out of that 3262.3 acre tract which was conveyed to Energy/Land, Inc., by deed dated January 16, 1979, of record in Volume 56 at Page 840 of the Deed Records of Edwards County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake, in the center of 60 foot wide county road, set for the NW corner of subject tract, and the SW corner of a separate 100.0 acre tract out of said 3262.3 acre tract, and being located 1221.8 feet S.24°43'W. and 500.0 feet S.11°53'W. from an iron stake in fence, the most westerly NW corner of said 3262.3 acre tract, and being the NW corner of said Survey No. 10;

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THENCE with the south line of said 100.0 acre tract, S.79°08'E. 1530.9 feet to an iron stake, the NE corner of subject tract and the NW corner of a separate 37.5 acre tract out of said 3262.3 acre tract;

THENCE with the west line of said 37.5 acre tract, S.11°04'W. 1176.5 feet to an iron stake, its SW corner, in the north line of a separate 75.0 acre tract out of said 3262.3 acre tract;

THENCE with the north line of said 75.0 acre tract, N.75°40'W. 1533.4 feet to an iron stake in the center of said 60 foot wide county road;

THENCE with the center of said 60 foot wide county road, the west line of subject tract, N.3°01'E. 215.8 feet, N.14°26'E. 400.6 feet and N.11°53'E. 470.4 feet to the PLACE OF BEGINNING.

This tract is subject to one half of 60 foot wide roadway easement, along its west side, where calls are "with the center of 60 foot wide county road".

Surveyed on the ground by and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and Charles B. Domingues, Registered Public Surveyor No. 1713, January 23, 1980.

SAVE AND EXCEPT from the land hereinabove described a strip of land thirty (30) feet in width on the East side of the centerline of the aforesaid graded ranch road for the entire length of said road for a right-of-way for roadway and an easement for utility purposes for the use and benefit of Grantees and Grantor and their assigns.

And for the same consideration above mentioned, Grantor does hereby GRANT, SELL and CONVEY to Grantees a right-of-way for roadway and an easement for utility purposes in a strip of land thirty (30) feet in width on the West side of the centerline of the aforesaid graded ranch road for the entire length of said road for the use and benefit of Grantees and Grantor and their assigns.

Further, for the same said consideration mentioned above, Grantor has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantees an easement over the now-existing graded ranch road from the above described property to the existing public road more fully described as follows:

TRACT ONE:

An easement for a roadway 60 foot wide across that property which was conveyed from Wanda Collins Beckner, et al, to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49, at Page 225 of the Deed Records of Edwards County, Texas, being across Original Survey No. 3, Mariah L. Thornton, Abstract No. 29, South part of Original Survey No. 4, G. A. Morriss, Abstract No. 3592, North part of Original Survey No. 4, Ida A. Robinson, Abstract No. 2611, and Original Survey No. 9, F. H. Woodworth, Abstract No. 29, and being a strip of land 60 feet wide, lying 30 feet on each side of its centerline, which is described as follows, to-wit:

BEGINNING at an iron stake in the center of existing caliche county road across the SW portion of said property conveyed to G. A. Morriss, located 10506.8 feet N.73°51'W. from a fence corner post, set to mark the SE corner of Survey No. 8, B.S. & F., Block 4, patented to Ida A. Robinson, Abstract No. 2610, from which the original Live Oak bearing trees, now 12 inches, bear N.34-1/2° E. 34 varas and S.53-1/2° W. 59 varas;

THENCE with the meanders of the center of road, as is now laid out, as follows: N.74°25'E. 72.7 feet, S.63°41'E. 247.1 feet, S.41°50'E. 977.5 feet, S.58°52'E. 438.8 feet, S.67°10'E. 470.0 feet, N.86°53'E. 243.5 feet, S.56°59'E. 311.8 feet, N.77°59'E. 615.8 feet, S.84°24'E. 324.5 feet, N.44°14'E. 302.3 feet, N.10°51'E. 361.3 feet, N.52°38'E. 170.5 feet, N.20°22'E. 182.2 feet, N.61°13'E. 630.0 feet, N.46°03'E. 292.9 feet, N.17°04'E. 586.8 feet and N.78°58'E. 6.3 feet to an iron stake in the West line of the West 421.5 acre tract out of that former Gilmer A. Morriss property, located 3051.9 feet N.4°52'E. from its SW corner, and also located 6538.6 feet N.57°07'W. from said fence corner post of said Survey No. 8.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and, Charles B. Domingues, Registered Public Surveyor No. 1713, July 10, 1979.

TRACT TWO:

An easement for roadway 60 foot wide across that property which was conveyed from Wanda Collins Beckner, et al, to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49, at Page 225 of the Deed Records of Edwards County, Texas, being across Original Survey No. 9, F. H. Woodworth, Abstract No. 29, and Original Survey No. 8, Ida A. Robinson, Abstract No. 2610, and being a strip of land 60 foot wide, lying 30 feet on each side of its centerline, which is described as follows, to-wit:

BEGINNING at an iron stake where the centerline of existing road intersects the West line of the West 421.5 acre tract out of said property conveyed to Gilmer A. Morriss, located 3051.9 feet N.4°52'E. from the SW corner of said 421.5 acre tract, and also located 6538.6 feet N.57°07'W. from a fence corner post, set to mark the SE corner of said Original Survey No. 8, from which the original Live Oak bearing trees, now 12 inch, bears N.34-1/2° E. 34 varas and S.53-1/2° W. 59 varas;

THENCE with the meanders of the center of road, as it is now laid out, as follows: N.78°58'E. 514.7 feet, S.71°30'E. 494.9 feet, S.62°27'E. 180.1 feet, S.32°03'E. 354.2 feet, S.41°22'E. 295.5 feet, S.22°13'E. 186.3 feet, S.77°15'E. 88.2 feet, N.57°30'E.

163.6 feet, N.46°03'E. 528.4 feet, N.38°34'E. 676.3 feet and N.57°08'E. 211.1 feet to an iron stake in the East line of said West 421.5 acre tract and the West line of a separate 421.5 acre tract out of said Gilmer A. Morriss property, located 3539.4 feet N.4°52'E. from the SE corner of said West 421.5 acre tract.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and, Charles B. Domingues, Registered Public Surveyor No. 1713, July 10, 1979.

TRACT THREE:

An easement for roadway 60 feet wide, in the County of Edwards, State of Texas, comprising approximately 30 acres, being across that 421.5 acre tract which was conveyed to Gordon H. Monroe by deed dated January 16, 1979, of record in Volume 56 at Page 834 of the Deed Records of Edwards County, Texas, and across that 3262.3 acre tract which was conveyed to Energy Land Inc., by deed dated January 16, 1979, of record in Volume 56 at Page 840 of the Deed Records of Edwards County Texas, being across Original Survey No. 8, B.S. & F. Block 4, Abstract No. 2610, across Original Survey No. 17, B.S. & F. Block 4, Abstract No. 36, across Original Survey No. 16, B.S. & F. Block 4, Abstract No. 2624, across Original Survey No. 21, B.S. & F. Block 4, Abstract No. 34, and across Original Survey No. 96-1/2, Mrs. E. J. O'Guinn, Abstract No. 2612 and being a strip of land 60 feet wide, lying 30 feet on each side of its centerline which is described as follows, to-wit:

BEGINNING at an iron stake in the center of subject easement, set where it intersects the West line of said 421.5 acre tract, located 3011.6 feet N.84°56'W. and 3539.4 feet N.4°52'E. from a fence corner post set to mark the SE corner of said Original Survey No. 8;

THENCE with the center of subject easement, as follows:

N.57°08'E.	583.0	feet,
S.82°37'E.	468.1	feet,
N.74°47'E.	612.9	feet,
N.67°54'E.	406.4	feet,
N.75°57'E.	290.1	feet,
N.57°05'E.	703.6	feet,
N.38°17'E.	268.1	feet,
N. 6°30'E.	188.7	feet,
N. 9°51'W.	365.6	feet,
N.43°23'W.	383.7	feet,
N.58°56'W.	203.4	feet,
N.70°27'W.	271.8	feet,
S.80°51'W.	409.4	feet,
N.14°14'W.	272.6	feet,
N.61°42'W.	465.9	feet,
N.22°31'W.	159.7	feet,
S.82°41'W.	267.4	feet,
S.31°54'W.	229.6	feet,
S.88°30'W.	123.8	feet,
N.40°41'W.	198.8	feet to an iron stake at the

intersection of roadways, being in the North line of said 421.5 acre tract, and being the Southeast corner of a separate 91.9 acre tract out of said 3262.3 acre tract;

BEGINNING again at an iron stake in the center of subject easement, set where it intersects the South right-of-way line of Texas State Highway No. 41, being the Northwest corner of a separate 139.6 acre tract and the Northeast corner of a separate 46.7 acre tract, out of said 3262.3 acre tract;

THENCE with the center of subject easement as follows:

S. 4°27'W.	155.9	feet,
S.17°44'E.	137.5	feet,
S.47°21'W.	500.1	feet,
S. 4°05'W.	329.0	feet,
S.31°10'W.	182.3	feet,
S.14°40'W.	506.8	feet,
S. 3°39'W.	440.3	feet,
S.37°03'E.	1030.5	feet,
S. 8°11'W.	389.9	feet,
S.17°16'W.	261.7	feet,
S. 2°06'E.	963.2	feet,
S. 2°18'W.	319.7	feet,
S.26°55'E.	127.2	feet,
S.54°28'E.	650.7	feet,
S.47°14'E.	628.8	feet,
S.31°33'E.	232.0	feet,
S. 5°34'E.	180.3	feet,
S.22°24'E.	304.0	feet,
S. 1°08'W.	371.7	feet,
S. 9°45'E.	223.3	feet,
S.38°14'W.	1126.3	feet,
S.29°02'W.	291.0	feet,
S.61°55'W.	693.4	feet,
S.39°11'W.	291.9	feet,
S. 3°28'W.	260.3	feet, and
S.55°08'W.	184.3	feet to an iron stake, the

South corner of a 162.1 acre tract out of said 3262.3 acre tract;

THENCE continuing with the center of subject easement as follows:

S.24°40'E.	202.2	feet,
S.08°34'E.	701.2	feet,
S.21°48'W.	292.0	feet,
S.01°40'E.	392.5	feet,
S.39°55'E.	561.8	feet,
S.01°16'W.	567.3	feet,
S.27°10'E.	513.8	feet,
S.45°18'W.	399.0	feet, and
S.35°51'W.	187.1	feet to an iron stake, set at

above, described intersection of roadways, being the Southeast corner of said separate 91.9 acre tract.

Surveyed on the ground and field notes written by Domingues and Associates, Inc., Charles B. Domingues President, Registered Public Surveyor No. 1713, and Louis Domingues Vice President, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, and a Licensed State Land Surveyor, August 19, 1983.

This tract is subject to an easement for utilities ten feet (10') wide on each perimeter property line, except, however, said ten feet (10') wide easement for utilities shall be parallel and adjacent to the thirty feet (30') roadway easement reserved hereinabove.

This deed is subject to the covenants hereby made by Grantees, and made and accepted subject to the restrictions and conditions upon the premises herein conveyed as follows, to-wit:

FIRST: That these covenants are to run with the land and shall be binding upon the Grantees, and all persons claiming under Grantees until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the owners of the majority of the land in this unrecorded subdivision known as Diamond Ranch, it is agreed to change said covenants in whole or in part.

SECOND: That the above described property herein conveyed shall not be used for commercial hunting, nor business purposes, nor have any commercial or manufacturing purpose.

THIRD: That no automobile, truck, trailer or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.

FOURTH: That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

FIFTH: That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.

SIXTH: That no swine shall ever be permitted to be kept on said property.

SEVENTH: Since road maintenance in this subdivision is of importance to all property owners, Grantees hereby authorize Grantor to maintain such roads for the common good and to charge each property owner a fee of \$2.00 per acre per year. Such charge shall not be more than \$200.00 per tract per year and only for such a period of time until roads are accepted for maintenance by Edwards County. If at any time after the present date, it is required for any reason that the roads must be maintained or improved to a greater degree than at present, Grantees agree that the cost of such maintenance, or improvements shall be the immediate obligation of the then property owners of the subdivision on a pro rata acreage owned basis. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described property.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Grantees herein, as well as their heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by Grantor, or its designees in writing.

SAVE AND EXCEPT, however, from the land hereinabove described all of the oil, gas and other mineral rights and minerals of whatsoever description, on, in and under, and that may be produced and saved from the hereinabove described land which said oil, gas, and other mineral rights and minerals it is expressly understood, stipulated and agreed, are hereby reserved by Grantor, for itself, its successors and assigns and which said

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JAH12 (N)

reservation is made with full recognition of all prior conveyances and/or reservations heretofore made and/or granted, if any, by Grantor's predecessors in title.

This conveyance is made and accepted subject to the following:

1. Oil, gas and mineral lease from Thomas F. Collins, et al to Jesse Chipman, Jr., recorded in Volume Z-18, Page 118, Miscellaneous Deed Records of Edwards County, Texas.

2. Pipeline right-of-way easement dated July 10, 1975, from Ross D. Margraves, Jr., Trustee to PGP Gas Products, Inc., a Texas corporation, recorded in the Official Records of Edwards County, Texas.

3. All visible and apparent rights-of-way and easements over or across the subject property.

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.

EXECUTED this the 2nd day of April, A.D. 1984.

ENERGY/LAND, INC.

By: 
G. E. LEHMANN
Its Attorney in Fact

WARRANTY DEED

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THE STATE OF TEXAS §
 §
COUNTY OF EDWARDS §

That ENERGY LAND, INC., a Texas corporation, acting herein by and through its duly authorized attorney in fact, G.E. LEHMANN, specially thereto constituted by power of attorney in a resolution granting general authority to said attorney in fact, G.E. LEHMANN, to convey land pursuant to Article 5.08, Texas Business Corporation Act, adopted and passed by the Board of Directors of said corporation on the 20th day of August, 1981, and recorded in Volume 61, Page 747, of the Deed Records of Edwards County, Texas, as by reference thereto will more fully appear, hereinafter referred to as Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by EDWIN H. WHITE, Trustee, of Edwards County, Texas, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged and confessed, and for which no lien, expressed or implied does or shall exist, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the above named Grantee, all of the following described property lying and being situated in Edwards County, Texas, to-wit:

All that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 136.3 acres of land, being approximately 52.4 acres out of Original Survey No. 3, B.S. & F. Block 4, Mariah L. Thornton, Assignee, Abstract No. 26, and approximately 83.9 acres out of Original Survey No. 10, B.S. & F. Block 4, Cecil Robinson, Assignee, Abstract No. 2079, and being out of that 3262.3 acre tract which was conveyed to Energy Land, Inc., by deed dated January 16, 1979, of record in Volume 56, Page 840, of the Deed Records of Edwards County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to-wit:

BEGINNING at an iron stake in the center of county road, where it intersects the most westerly west line of said 3262.3 acre tract, the West line of said Survey No. 10, located 1221.8 feet S. 24° 43' W. from the NW corner of said Survey No. 10;

THENCE, with the center of said county road, S. 11° 53' W. 970.4 feet, S. 14° 26' W. 400.6 feet, S. 3° 01' W. 365.8 feet, S. 16° 04' E. 598.6 feet, S. 4° 54' E. 642.6 feet, S. 21° 57' E. 418.8 feet, S. 8° 01' E. 766.0 feet, S. 34° 52' E. 1236.8 feet and S. 34° 58' E. 647.5 feet to its intersection with fence line, the SE corner of subject tract;

THENCE, with fence, N. 73° 07' W. 1734.7 feet and N. 73° 03' W. 1773.2 feet to a fence corner post, the SW corner of subject tract, in the most Westerly West line of said 3262.3 acre tract;

THENCE, N. 24° 43' E. 5052.8 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT from the land hereinabove described a strip of land thirty (30) feet in width on the East side of the centerline of the aforesaid graded ranch road for the entire length of said road for a right-of-way for roadway and an easement for utility purposes for the use and benefit of Grantee and Grantor and their assigns.

And for the same consideration above mentioned, Grantor does hereby GRANT, SELL and CONVEY to Grantee a right-of-way for roadway and an easement for utility purposes in a strip of land thirty (30) feet in width on the West side of the centerline of the aforesaid graded ranch road for the entire length of said road for the use and benefit of Grantee and Grantor and their assigns.

Further, for the same said consideration mentioned above, Grantor has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee, an easement over the now-existing graded ranch road from the above described property to the existing public road more fully described as follows:

TRACT ONE:

An easement for a roadway 60 foot wide across that property which was conveyed from Wanda Collins Beckner, et al, to Gilmer A. MORRIS, by deed dated December 1, 1972, of record in Volume 49, Page 225 of the Deed Records of Edwards County, Texas, being across Original Survey No. 3, Mariah L. Thornton, Abstract No. 29, South part of Original Survey No. 4, G.A. Morris, Abstract No. 3592, North part of Original Survey No. 4, Ida A. Robinson, Abstract No. 2611, and Original Survey No. 9, F.H. Woodworth, Abstract No. 29, and being a strip of land 60 feet wide, lying 30 feet on each side of its centerline, which is described as follows, to-wit:

BEGINNING at an iron stake in the center of existing caliche county road across the SW portion of said property conveyed to G.A. MORRIS, located 10506.8 feet N. 73° 51' W. from a fence corner post, set to mark the SE corner of Survey No. 8, B.S. & F., Block 4, patented to Ida A. Robinson, Abstract No. 2610, from which the original Live Oak bearing trees, now 12 inches, bear N. 34½° E. 34 varas and S. 53¼° W. 59 varas;

THENCE, with the meanders of the center of road, as is now laid out, as follows: N. 74° 25' E. 72.7 feet, S. 63° 41' E. 247.1 feet, S. 41° 50' E. 977.5 feet, S. 58° 52' E. 438.8 feet, S. 67° 10' E. 470.0 feet, N. 86° 53' E. 243.5 feet, S. 56° 59' E. 311.8 feet, N. 77° 59' E. 615.8 feet, S. 84° 24' E. 324.5 feet, N. 44° 14' E. 302.3 feet, N. 10° 51' E. 361.3 feet, N. 52° 38' E. 170.5 feet, N. 20° 22' E. 182.2 feet, N. 61° 13' E. 630.0 feet, N. 46° 03' E. 292.9 feet, N. 17° 04' E. 586.8 feet and N. 78° 58' E. 6.3 feet to an iron stake in the West line of the West 421.5 acre tract

out of that former Gilmer A. Morriss property, located 3051.9 feet N. 4° 52' E. from its SW corner, and also located 6538.6 feet N. 57° 07' W. from said fence corner post of said Survey No. 8.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and, Charles B. Domingues, Registered Public Surveyor No. 1713, July 10, 1979.

TRACT TWO:

An easement for roadway 60 foot wide across that property which was conveyed from Wanda Collins Beckner, et al, to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49, Page 225 of the Deed Records of Edwards County, Texas, being across Original Survey No. 9, F.H. Woodworth, Abstract No. 29, and Original Survey No. 8, Ida A. Robinson, Abstract No. 2610, and being a strip of land 60 foot wide, lying 30 feet on each side of its centerline, which is described as follows, to-wit:

BEGINNING at an iron stake where the centerline of existing road intersects the West line of the West 421.5 acre tract out of said property conveyed to Gilmer A. Morriss, located 3051.9 feet N. 4° 52' E. from the SW corner of said 421.5 acre tract, and also located 6538.6 feet N. 57° 07' W. from a fence corner post, set to mark the SE corner of said Original Survey No. 8, from which the original Live Oak bearing trees, now 12 inch, bears N. 34½° E. 34 varas and S. 53½° W. 59 varas;

THENCE, with the meanders of the center of road, as it is now laid out, as follows: N. 78° 58' E. 514.7 feet, S. 71° 30' E. 494.9 feet, S. 62° 27' E. 180.1 feet, S. 32° 03' E. 354.2 feet, S. 41° 22' E. 295.5 feet, S. 22° 13' E. 186.3 feet, S. 77° 15' E. 88.2 feet, N. 57° 30' E. 163.6 feet, N. 46° 03' E. 528.4 feet, N. 38° 34' E. 676.3 feet and N. 57° 08' E. 211.1 feet to an iron stake in the East Line of said West 421.5 acre tract and the West Line of a separate 421.5 acre tract out of said Gilmer A. Morriss property, located 3539.4 feet N. 4° 52' E. from the SE corner of said West 421.5 acre tract.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and, Charles B. Domingues, Registered Public Surveyor No. 1713, July 10, 1979.

TRACT THREE:

An easement for roadway 60 feet wide, in the County of Edwards, State of Texas, comprising approximately 30 acres, being across that 421.5 acre tract which was conveyed to Gordon H. Monroe by deed dated January 16, 1979, of record in Volume 56, Page 834, of the Deed Records of Edwards County, Texas, and across that 3262.3 acre tract which was conveyed to Energy Land, Inc., by deed dated January 16, 1979, of record in Volume 56, Page 840, of the Deed Records of Edwards County, Texas, being across Original Survey No. 8, B.S. & F. Block 4, Abstract No. 2610, across Original Survey No. 17, B.S. & F. Block 4, Abstract No. 36, across Original Survey No. 16, B.S. & F. Block 4, Abstract No. 2624, across Original Survey No. 21, B.S. & F. Block 4, Abstract No. 34, and across Original Survey No. 96½, Mrs. E.J. O'Guinn, Abstract No. 2612 and being a strip of land 60 feet wide, lying 30 feet on each side of its centerline which is described as follows, to-wit:

BEGINNING at an iron stake in the center of subject easement, set where it intersects the West line of said 421.5 acre tract, located 3011.6 feet N. 84° 56' W. and 3539.4 feet N. 4° 52' E. from a fence corner post set to mark the SE corner of said Original Survey No. 8;

THENCE, with the center of subject easement, as follows:

N. 57° 08' E.	583.0 feet,
S. 82° 37' E.	468.1 feet,
N. 74° 47' E.	612.9 feet,
N. 67° 54' E.	406.4 feet,
N. 75° 57' E.	290.1 feet,
N. 57° 05' E.	703.6 feet,
N. 38° 17' E.	268.1 feet,
N. 6° 30' E.	188.7 feet,
N. 9° 51' W.	365.6 feet,
N. 43° 23' W.	383.7 feet,
N. 58° 56' W.	203.4 feet,
N. 70° 27' W.	271.8 feet,
S. 80° 51' W.	409.4 feet,
N. 14° 14' W.	272.6 feet,
N. 61° 42' W.	465.9 feet,
N. 22° 31' W.	159.7 feet,
S. 82° 41' W.	267.4 feet,
S. 31° 54' W.	229.6 feet,
S. 88° 30' W.	123.8 feet,
N. 40° 41' W.	198.8 feet to an iron stake

at the intersection of roadways, being in the North line of said 421.5 acre tract, and being the Southeast corner of a separate 91.9 acre tract out of said 3262.3 acre tract;

BEGINNING again at an iron stake in the center of subject easement, set where it intersects the South right-of-way line of Texas State Highway No. 41, being the Northwest corner of a separate 139.6 acre tract and the Northeast corner of a separate 46.7 acre tract, out of said 3262.3 acre tract;

THENCE, with the center of subject easement as follows:

S. 4° 27' W.	155.9 feet,
S. 17° 44' E.	137.5 feet,
S. 47° 21' W.	500.1 feet,
S. 4° 05' W.	329.0 feet,
S. 31° 10' W.	182.3 feet,
S. 14° 40' W.	506.8 feet,
S. 3° 39' W.	440.3 feet,
S. 37° 03' E.	1030.5 feet,
S. 8° 11' W.	389.9 feet,
S. 17° 16' W.	261.7 feet,
S. 2° 06' E.	963.2 feet,
S. 2° 18' W.	319.7 feet,
S. 26° 55' E.	127.2 feet,
S. 54° 28' E.	650.7 feet,
S. 47° 14' E.	628.8 feet,
S. 31° 33' E.	232.0 feet,
S. 5° 34' E.	180.3 feet,
S. 22° 24' E.	304.0 feet,
S. 1° 08' W.	371.7 feet,
S. 9° 45' E.	223.3 feet,
S. 38° 14' W.	1126.3 feet,
S. 29° 02' W.	291.0 feet,
S. 61° 55' W.	693.4 feet,
S. 39° 11' W.	291.9 feet,
S. 3° 28' W.	260.3 feet, and
S. 55° 08' W.	184.3 feet to an iron stake,

the South corner of a 162.1 acre tract out of said 3262.3 acre tract;

THENCE, continuing with the center of subject easement as follows:

S. 24° 40' E.	202.2 feet,
S. 08° 34' E.	701.2 feet,
S. 21° 48' W.	292.0 feet,
S. 01° 40' E.	392.5 feet,
S. 39° 55' E.	561.8 feet,
S. 01° 16' W.	567.3 feet,
S. 27° 10' E.	513.8 feet,
S. 45° 18' W.	399.0 feet, and
S. 35° 51' W.	187.1 feet to an iron stake,

set at above described intersection of roadways, being the Southeast corner of said separate 91.9 acre tract.

Surveyed on the ground and field notes written by Domingues and Associates, Inc., Charles B. Domingues President, Registered Public Surveyor No. 1713, and Louis Domingues Vice-President, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, and a Licensed State Land Surveyor, August 19, 1983.

This tract is subject to an easement for utilities ten (10') feet wide on each perimeter property line, except, however, said ten (10") feet wide easement for utilities shall be parallel and adjacent to the thirty (30') feet roadway easement reserved hereinabove.

This deed is subject to the covenants hereby made by Grantee, and made and accepted subject to the restrictions and conditions upon the premises herein conveyed as follows, to-wit:

FIRST: That these covenants are to run with the land and shall be binding upon the Grantees, and all persons claiming under Grantee until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless a vote of the owners of the majority of the land in this unrecorded subdivision known as Diamond Ranch, it is agreed to change said covenants in whole or in part.

SECOND: That the above described property herein conveyed shall not be used for commercial hunting, nor business purposes, nor have any commercial or manufacturing purpose.

THIRD: That no automobile, truck, trailer or other vehicle shall be abandoned on this property nor shall there be any dumping or placing of unsightly objects of any kind on the property.

FOURTH: That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.

FIFTH: That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property.

SIXTH: That no swine shall ever be permitted to be kept on said property.

SEVENTH: Since road maintenance in this subdivision is of importance to all property owners, Grantees hereby authorized Grantor to maintain such roads for the common good and to charge each property owner a fee of \$2.00 per acre per year. Such charge shall not be more than \$200.00 per tract per year and only for such a period of time until roads are accepted for maintenance by Edwards County. If at any time after the present date, it is required for any reason that the roads must be maintained or improved to a greater degree

SPM/smf: 5-13-86
LAND2/Diamond Ranch

than at present, Grantee agrees, that the cost of such maintenance, or improvements shall be the immediate obligation of the then property owners of the subdivision on a pro rata acreage owned basis. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a bona fide lien against the above described property.

Such covenants, restrictions and conditions are to be binding upon and be observed by the said Grantees herein, as well as their heirs, executors, administrators and assigns, and to run in favor of and be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative, by Grantor, or its designees in writing.

SAVE AND EXCEPT, however, from the land hereinabove described, all of the oil, gas and other mineral rights and minerals of whatsoever description, on, in and under, and that may be produced and saved from the hereinabove described land which said oil, gas, and other mineral rights and minerals it is expressly understood, stipulated and agreed, are hereby reserved by Grantor, for itself, its successors and assigns and which said reservation is made with full recognition of all prior conveyances and/or reservations heretofore made and/or granted, if any, by Grantor's predecessors in title.

This conveyance is MADE AND ACCEPTED SUBJECT TO the following:

1. Oil, gas and mineral lease from Thomas F. Collins, et al to Jesse Chipman, Jr., recorded in Volume Z-18, Page 118, Miscellaneous Deed Records of Edwards County, Texas.
2. Pipeline right-of-way easement dated July 10, 1975, from Ross D. Margraves, Jr., Trustee to PGP Gas Products, Inc., a Texas corporation, recorded in the Official Records of Edwards County, Texas.
3. All visible and apparent rights-of-way and easements over or across the subject property.

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 Grantee, his 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 Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 13th day of May, 1986.

ENERGY LAND, INC.

Grantee's Address:
Mr. Edwin H. White
P.O. Box 797
Rocksprings, TX 78880

By: 
G.E. LEHMANN
Attorney in Fact

SFM/smf: 5-13-86
LAND2/Diamond Ranch

Acknowledgment

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 13th day of May, 1986, by G.E. Lehman, Attorney in Fact of Energy Land, Inc., a Texas corporation, on behalf of said corporation.



Timothy M. Plick
Notary Public, State of Texas

Timothy M. Plick
Notary's Printed Name
My commission expires: 7-5-89

Filed on May 14, 1986
at 9:50 o'clock A. M.
Recorded on May 14, 1986
at 11:05 o'clock A. M.
Dorothy R. Hatley, Clerk, County Court
In and For Edwards County, Texas.
By Edmunda Reyes Deputy.

XX

THE VETERANS LAND BOARD OF TEXAS

CONTRACT OF SALE AND PURCHASE

BERNARD KAHN

OFFICIAL PUBLIC RECORDS

EDWARDS COUNTY TEXAS

FILE NUMBER: 001081

STYLE OF INSTRUMENT

KIMBLE ELECTRIC COOPERATIVE, INC.

MASTER TRANSFER AND ASSIGNMENT
OF RIGHT-OF-WAY EASEMENTS

PEDERNALES ELECTRIC COOPERATIVE, INC.

Edwards County
001081

MASTER TRANSFER AND ASSIGNMENT
OF RIGHT-OF-WAY EASEMENTS

34156

THE STATE OF TEXAS *
*
COUNTIES OF KIMBLE, *
MENARD, MASON, *
KERR, EDWARDS, *
REAL, SUTTON, *
SCHLEICHER AND *
MCKINNEY COUNTIES, *
TEXAS *

KIMBLE ELECTRIC COOPERATIVE, INC., a Texas corporation, whose mailing address is 702 Pecan Street, Junction, Texas 76849 (Kimble County), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to it paid by PEDERNALES ELECTRIC COOPERATIVE, INC., a Texas corporation, whose mailing address is Post Office Box 1, Johnson City, Texas 78636 (Blanco County), does hereby BARGAIN, GRANT, SELL, CONVEY, TRANSFER AND ASSIGN unto PEDERNALES ELECTRIC COOPERATIVE, INC., a Texas corporation, and it's successors and assigns, all of the right, title, interest, and ownership, in and to any and all right-of-way easements now owned and in the name of KIMBLE ELECTRIC COOPERATIVE, INC., in the Counties of Kimble, Menard, Mason, Kerr, Edwards, Real, Sutton, Schleicher and McKinney, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the same unto PEDERNALES ELECTRIC COOPERATIVE, INC., and it's successors and assigns forever.

SIGNED on this the 14th day of July, 2000.

ATTEST:

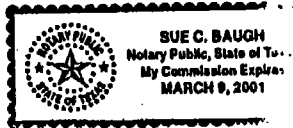
KIMBLE ELECTRIC COOPERATIVE,
INC., a Texas corporation

Florence U. Rieck
FLORENCE U. RIECK-Secretary

By: Duwan L. Ruff
DUWAN L. RUFF-President

THE STATE OF TEXAS *
*
COUNTY OF KIMBLE *

This instrument was acknowledged before me on the 14th day of July, 2000, by DUWAN L. RUFF and FLORENCE U. RIECK, President and Secretary, respectively of KIMBLE ELECTRIC COOPERATIVE, INC., a Texas corporation, on behalf of said corporation.



Sue C. Baugh
Notary Public, State of Texas
Name printed or stamped:
Sue C. Baugh
My commission expires:
3-9-01

FILED FOR RECORD

07-20-00P01:29 FILE

ELAINE CARPENTER

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

by Haydee Torres
HAYDEE TORRES, DEPUTY
NICOLE NEWBURY, DEPUTY

STATE OF TEXAS 34156
COUNTY OF KIMBLE

I hereby certify that this instrument was FILED FOR RECORD on the date and at the time entered hereon by me and was duly RECORDED in the Volume and Page of the 022 Records of Kimble County, Texas.



Elaine Carpenter
County Clerk, Kimble County, Texas

VOL. 145 PAGE 754
RECORDED 8-2-00

Prepared by:

William Keaton Blackburn
Attorney at Law
Post Office Box 446
Junction, Texas 76849

Return to:

Beth McLean, Paralegal
Clark, Thomas & Winters
P.O. Box 1148
Austin, TX 78767-1148

-2-

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RIGHT-OF-WAY EASEMENT

VOL. Z-16 PAGE 153

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (whether one or more)

O. D. Collins (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Kimble Electric Cooperative, Inc., a cooperative corporation, whose postoffice address is Junction, Texas, and to its successors or

assigns, the right to enter upon the lands of the undersigned, situated in the County of Edwards, State of Texas, and more particularly described as follows:

a tract of land approximately 5.70 acres in area located 14 miles from the town of Rockspring, Texas; and being bound on the north by the land of Carl Pfluger, on the east by the land of F. W. Pope, on the south by the land of Waggoner and Guenther, and on the west by the land of C. G. Franks

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28 day of March, 1947

O. D. Collins (L. S.)

(L. S.)

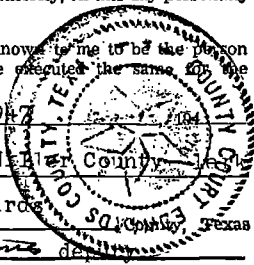
STATE OF TEXAS,
COUNTY OF EDWARDS

Before me, the undersigned authority, on this day personally

appeared O. D. Collins, knows to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of April 1947

F. I. M...
Notary Public, Edwards County, Texas
By F. I. M...



STATE OF TEXAS,
COUNTY OF _____

Before me, the undersigned authority, on this day personally

appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the _____ day of _____, 194 _____

2. Grantor excepts from this easement and reserves to himself, his heirs and assigns, the right to build and maintain fences, power lines, pipelines and roads along and across the said right-of-way easement conveyed herein to Grantee and the right fully to use and enjoy the said premises, except that such use and enjoyment by Grantor shall not unduly interfere with the use of said right-of-way easement for the purposes granted to the said Grantee. Grantee shall not install any equipment or appurtenances or erect any poles, lines or structures (other than the aforesaid pipeline) on or above the surface of the herein granted right-of-way easement.

3. It is understood and agreed that Grantee has purchased and paid for the right to lay One Thousand Six Hundred Twenty-One and 21/100 (1,621.21) rods of pipeline over the property of Grantor above described, along the centerline above described, and that this easement grants to Grantee the right to lay only said number of rods of pipeline over said property.

4. This right-of-way easement shall be forty (40) feet in width during construction of said pipeline, and after construction is completed, this right-of-way easement shall reduce to thirty (30) feet in width, being the number of feet on each side of the centerline above described set forth on Exhibit "A".

5. In the event Grantee shall be required to cut, or go over, any of the fences of Grantor in laying the proposed pipeline, it is agreed that prior to cutting any of such fences, Grantee shall brace (with proper posts and horizontal braces, and wired so that when the fence is cut there will be no slackening of the wires) the existing fence adequately and to the entire satisfaction of Grantor, or his agent, on each side of the proposed cut, and shall procure the approval of Grantor, or his agent, of such bracing prior to cutting such fence.

6. Grantor and Grantee agree that said pipeline shall be constructed along the surface of this right-of-way easement; provided, however, that said pipeline shall be properly anchored to the entire satisfaction of Grantor, and provided further that wherever said pipeline crosses any existing or future road it shall be buried to such depth and in such manner as not in any way to interfere with Grantor's free and unlimited use of such road. Grantor shall have the right to continue to use the right-of-way easement conveyed herein to Grantee for all agricultural and ranching purposes, provided, however, that Grantor shall not so use said right-of-way easement so as to interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of said pipeline; but in the event any damage shall be caused by Grantor's use as aforesaid to Grantee's said pipeline and such is not caused by the active gross or intentional negligence of Grantor, Grantee agrees that Grantor shall not be liable in damages therefor. Grantee agrees to rake and burn all brush and trees cleared from said right-of-way easement, and to clean up all debris and to smooth and level any mounds of dirt or rock resulting from the construction of said pipeline; and Grantee agrees at all times to clean up any debris resulting from the construction, maintenance, operating, repairing, altering, replacing and removing said pipeline. Grantee agrees to exercise due care in the burning of any brush on said land so as not to damage the grass on the premises and Grantee agrees that if the grass on said premises outside of said right-of-way is damaged by fire resulting from any of Grantee's agents, servants, employees, contractors or subcontractors, that Grantee shall be responsible for and pay Grantor or his tenant, as his interest may appear, for all damages resulting from such fire or fires.

7. Grantee agrees not to use any of Grantor's roads in connection with the construction, use, alteration, repairing, replacing and/or removing said pipeline, or in the exercise of any other rights herein granted, without Grantor's express consent, and if such consent is given, and any of Grantor's roads are used, Grantee expressly agrees to maintain said roads in good condition and repair during the period of Grantee's use and to repair any damage done to said roads by Grantee, its agents, servants or employees, to Grantor's complete satisfaction.

8. Grantee shall have the free and full right of ingress and egress on, over and across said right-of-way easement, and the right from time to time, except as herein otherwise provided, to remove all obstructions that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said pipeline.

9. If Grantee shall elect to maintain an opening in any of the fences of Grantor in the construction of said pipeline, Grantee shall be obligated to install a good and substantial gap or metal gate capable of turning cattle in such opening, and Grantee shall keep such gap or gates securely locked at all times when not in actual use; and upon the completion of the construction of said pipeline, Grantee shall install a substantial metal gate capable of turning cattle in any such opening necessary for Grantee's use of this right-of-way easement, and shall keep all such gates securely locked at all times when not in actual use (and furnish keys to such locks to Grantor and Grantor's tenant), and Grantor shall close all other openings and restore such fences to their original condition. Grantee shall not be entitled to maintain any openings in any fences of Grantor after said construction is completed except with Grantor's express consent, and all ingress and egress through

outside fences of Grantor shall be at places designated by Grantor.

10. Grantee agrees, by the acceptance of this easement to pay all damages which may be caused to Grantor's property and to cattle, fences, buildings, crops or any other personal or mixed property of Grantor, his heirs or assigns, and Grantor's tenants, in constructing, maintaining, altering, repairing, replacing, and/or removing said pipeline and the exercise of any other rights herein granted. Grantee shall also pay Grantor, or Grantor's tenants, as their interests may appear, for all damages caused to their person or property from the leaking, seeping or exploding of gas, or the products thereof, or oil or other hydrocarbons, resulting from Grantee's use of said easement, and for all damages caused by the stoppage or obstruction of water drainage at any time during the existence of this easement. Payment for any such damages shall be made to Grantor or to Grantor's lessees or tenants, as their interests may appear, at Houston, Harris County, Texas. Except as above provided, Grantor does hereby release Grantee from any normal, foreseeable and necessary damages which may be done to the surface of said land within said right-of-way easement in connection with the construction of said pipeline.

11. Grantee shall save and hold Grantor harmless from all damages or claims for damages for injury to persons or property occasioned by, rising out of, or resulting from, Grantee's operations on the land of Grantor, or in connection therewith, by Grantee, its agents, employees, or independent contractors. Grantee shall have the right, no later than three (3) months after the termination of this easement, to remove all property placed by it on said right-of-way easement, and if the property is so removed, Grantee shall pay for damages to the land caused by such removal and shall leave the premises in as near their original condition as practicable.

12. It is expressly provided that this easement does not give Grantee any right to fish or to hunt on the premises. Grantee, by the acceptance of this easement, agrees that Grantee, its agents, servants or employees, will not do any fishing or hunting on the premises of Grantor, and will bring no firearms or dogs thereon at any time during the existence of this easement, and Grantee agrees so to instruct its respective agents, employees and independent contractors. For each separate violation of this covenant against hunting or fishing or the bringing of firearms or dogs on the premises, Grantee will pay to Grantor, as liquidated damages because of the difficulties and uncertainty of ascertaining the actual damages, the sum of Five Hundred Dollars (\$500.00), such sum being acknowledged to be reasonable under the circumstances.

TO HAVE AND TO HOLD said right-of-way and easement unto the said Grantee, its successors and assigns, until said pipeline be constructed thereon, and so long thereafter as said pipeline shall be maintained thereon, but upon the termination of the use of said pipeline for a period of six (6) months, this right-of-way and easement and all other rights herein conveyed to Grantee shall terminate and be of no further force and effect, and shall revert to and revest in Grantor, his heirs, successors, representatives and assigns.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor and Grantee herein.

EXECUTED IN DUPLICATE ORIGINALS this the 10th day of July, 1975.

GRANTOR:


 Ross D. Margraves, Jr., Trustee

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EXHIBIT "A"

PARCEL I

The location of a proposed 40' easement across a 503 acre, a 640 acre, a 640 acre and a 538 acre tract of land in the B. S. & F. Survey, Block 4, Section 3, Section 10, Section 15 and Section 22, Abstract 26, Abstract 2079, Abstract 32, Abstract 2078 and 2363, respectively and a 72.4 acre tract of land in the Mrs. E. J. O'Guinn Survey, Block E, Section 96-1/2, Abstract 2612 of Edwards County, Texas, said tracts being further described in Volume 52, Page 145 and Volume 51, Page 818 of the Deed Records of Edwards County, Texas, to which reference is hereby made for all purposes, said easement to be two (2) feet left of and 38 feet right of the line described as follows:

BEGINNING at a stake set in the South line of said Section 3, said stake being West along said South line, 43 feet from the corner of a 616.4 acre tract of land, in the G.W.T. & P. Railway Company Survey, Block 1, Section 61, Abstract 124, and being further described in Volume 38, Page 195 of the Deed Records of Edwards County, Texas;

THENCE North $05^{\circ} 26'$ East, 58 feet to a stake;

THENCE North $68^{\circ} 03'$ East, 83 feet to a point, said point being two (2) feet past the North easterly edge of a caliche road;

THENCE adjacent to and a distance of two (2) feet off of the said Northeasterly edge of said caliche road in a Northwesterly direction, 9700 feet, more or less, to a point;

THENCE parallel to and a distance of two (2) feet off of the westerly line of said section 10 in a Northeasterly direction, 1500 feet more or less, to a point;

THENCE parallel to and a distance of two (2) feet off of the Northerly line of said section 10 in a Southeasterly direction, 5276 feet, more or less, to a point;

THENCE North $24^{\circ} 17'$ East, 10, 512 feet to a point on the Existing Coastal States 30" line being in the said Section 96-1/2.

The most Easterly ten (10) feet of said 40 foot easement to revert back to the landowner upon the completion of the pipeline.

PARCEL II

The location of a one (1) acre surface easement in the Mrs. E.J. O'Guinn Survey, Block E, Section 96-1/2, Abstract 2612 Edwards County, Texas, said tract being further described in Volume 52, Page 145 of the Deed Records of Edwards County, Texas, to which reference is hereby made for all purposes, is described as follows:

BEGINNING at the intersection of the South right-of-way line of the existing Coastal States 30" pipeline and the South right-of-way line of Highway No. 41;

THENCE South $70^{\circ} 37'$ West, 33 feet to a stake;

THENCE South $24^{\circ} 17'$ West, 276.2 feet to a stake;

THENCE South $66^{\circ} 00'$ East, 206.75 feet to a stake;

THENCE North $24^{\circ} 17'$ East, 300 feet to a stake;

THENCE North $66^{\circ} 00'$ West, 182.9 feet to the place of Beginning and containing one (1) acre of land more or less.

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EASEMENT

THE STATE OF TEXAS §
 COUNTY OF EDWARDS § KNOW ALL MEN BY THESE PRESENTS:

That I, G. E. LEHMANN for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to me in hand paid by GORDON H. MONROE the receipt of whereof is hereby acknowledged, have GRANTED and CONVEYED, and by these presents do GRANT and CONVEY unto the said GORDON H. MONROE his heirs and assigns, the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way across a certain tract of land situated in said County adjoining the premises of said GORDON H. MONROE and now owned by me, said way being described by metes and bounds as follows, to-wit:

An easement for roadway 60 foot wide across that property which was conveyed from Wanda Collins Beckner, et al, to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49, at Page 225 of the Deed Records of Edwards County, Texas, being across Original Survey No. 9, F. H. Woodworth, Abstract No. 29, and Original Survey No. 8, Ida A. Robinson, Abstract No. 2610, and being a strip of land 60 foot wide, lying 30 feet on each side of its centerline, which is described as follows, to-wit:

BEGINNING at an iron stake where the centerline of existing road intersects the West line of the West 421.5 acre tract out of said property conveyed to Gilmer A. Morriss, located 3051.9 feet N.4°52'E. from the SW corner of said 421.5 acre tract, and also located 6538.6 feet N.57°07'W. from a fence corner post, set to mark the SE corner of said Original Survey No. 8, from which the original Live Oak bearing trees, now 12 inch, bears N.34-1/2° E. 34 varas and S.53-1/2° W. 59 varas;

THENCE with the meanders of the center of road, as it is now laid out, as follows: N.78°58'E. 514.7 feet, S.71°30'E. 494.9 feet, S.62°27'E. 180.1 feet, S.32°03'E. 354.2 feet, S.41°22'E. 295.5 feet, S.22°13'E. 186.3 feet, S.77°15'E. 88.2 feet, N.57°30'E. 163.6 feet, N.46°03'E. 528.4 feet, N.38°34'E. 676.3 feet and N.57°08'E. 211.1 feet to an iron stake in the East line of said West 421.5 acre tract and the West line of a separate 421.5 acre tract out of said Gilmer A. Morriss property, located 3539.4 feet N.4°52'E. from the SE corner of said West 421.5 acre tract.

Surveyed on the ground and field notes written by Louis Domingues, Registered Professional Engineer No. 1633, Registered Public Surveyor No. 222, a Licensed State Land Surveyor and County Surveyor of Kerr County, Texas, and, Charles B. Domingues, Registered Public Surveyor No. 1713, July 10, 1979.

together with free ingress, egress, regress to and for the said GORDON H. MONROE, his heirs and assigns, and his tenants, by foot, with carts, wagons, carriages, automobiles and other vehicles, horses, mules or livestock, as by him shall be necessary or convenient at all times and seasons forever, in, along, upon and out of said way, in common with me, the said G. E. LEHMANN, my heirs and assigns, and my and his tenants; to have and to hold all and singular the rights and privileges aforesaid to him, the said GORDON H. MONROE, his heirs and assigns, to his proper use and behoof, in common with me, the said G. E. LEHMANN, my heirs and assigns, and my and his tenants.

WITNESS my hand this the 23rd day of July, 1979.

G. E. Lehmann
G. E. LEHMANN

THE STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared G. E. Lehmann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of July, 1979.



Bertha Malochuk
Notary Public in and for
Kerr County, Texas

My commission expires _____
Notary Public in and for Kerr Co., Texas
Commission Expires 12-31-80
(Stamped or printed name of notary)

MINERAL DEED
(PERPETUAL)

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THE STATE OF TEXAS §
COUNTY OF EDWARDS §

KNOW ALL MEN BY THESE PRESENTS:

That ENERGY/LAND, INC., a Texas corporation, of P. O. Box 1589, Kerrville, Texas 78028, hereinafter called Grantor (whether one or more) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver an undivided one-half (1/2) interest unto G. E. LEHMANN and an undivided one-half (1/2) interest unto GORDON H. MONROE, of P. O. Box 1589, Kerrville, Texas 78028, hereinafter called Grantee (whether one or more) in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Edwards County, State of Texas, to-wit:

All that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 3262.3 acres of land, and being more particularly described by metes and bounds in Exhibit "A", attached hereto, incorporated herein and made a part hereof by reference for all purposes.

together with the rights of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This conveyance is made and accepted subject to all prior conveyances or reservations, if any, of oil, gas and other minerals or mineral rights heretofore made out of the above described lands.

Further, this sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting

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oil and gas lease now of legal record; it being understood and agreed that Grantee shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue thereunder from and after the date hereof only insofar as it covers the above described land, precisely as if Grantee had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands above described and grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee shall have the right at any time to redeem for Grantor by payment of any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges and appurtenances thereunder or in any wise belonging to the said Grantee, their heirs, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said property unto Grantee, their heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 16th day of January, A.D. 1979.

ENERGY/LAND, INC.

ATTEST:

Bertha Malochleb
Bertha Malochleb, Secretary

By: Gordon H. Monroe
Gordon H. Monroe,
Vice-President

THE STATE OF TEXAS §

COUNTY OF KERR §

BEFORE ME, the undersigned authority, on this day personally appeared Gordon H. Monroe, Vice-President of Energy/Land, Inc., 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 Energy/Land, Inc., a 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 the 1st day of August, A.D. 1980.



Beth LeMeilleur
Notary Public in and for
Kerr County, Texas

My commission expires: 3-8-84

Beth LeMeilleur
Stamped or printed name of notary

All that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 3262.3 acres of land, being out of Original Surveys, as follows:

491.9 acres, Survey No. 3, B.S. & F., Block 4, Mariah L. Thornton, Assignee, Abstract No. 29, Certificate No. 1/647;

128.4 acres, North part of Survey No. 4, B.S. & F., Block 4, Ida A. Robinson, Assignee, Abstract No. 2611, Certificate No. 1/647;

103.1 acres, South part of Survey No. 4, B.S. & F., Block 4, G.A. Morriss, Assignee, Abstract No. 3592, Certificate No. 1/647;

370.5 acres, Survey No. 9, B.S. & F., Block 4, F.H. Woodworth, Assignee, Abstract No. 29, Certificate No. 1/650;

645.5 acres, Survey No. 10, B.S. & F., Block 4, Cecil Robinson, Assignee, Abstract No. 2079, Certificate No. 1/650;

640.6 acres, Survey No. 16, B.S. & F., Block 4, Cecil Robinson, Assignee, Abstract No. 2624, Certificate No. 1/653;

208.3 acres, Survey No. 17, B.S. & F., Block 4, William Gibson, Assignee, Abstract No. 36, Certificate No. 1/654;

24.9 acres, Survey No. 20, B.S. & F., Block 4, Sid Peterson, Assignee, Abstract No. 3250, Certificate No. 1/656;

598.6 acres, Survey No. 21, B.S. & F., Block 4, Caroline V. Price, Assignee, Abstract No. 34, Certificate No. 1/657;

59.5 acres, Survey No. 96 1/2, Mrs. E.J. O'Guinn, Block E, Ida A. Robinson, Assignee, Abstract No. 2612, Certificate No. 1932;

And being out of that tract, which was conveyed from Wanda Collins Becker, et al., to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49 at Page 225 of the Deed Records of Edwards County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake in fence, the North line of Survey No. 62, G.W.T. & P. R.R. Co., Block 1, the South line of the South part of said Survey No. 4, and SW corner of a separate 421.5 acre tract out of said Gilmer A. Morriss Ranch, located 5772.3 feet N. 84° 56' W. from a fence corner post set to mark the SE corner of said Survey No. 8, NE corner of Survey No. 63 and the SW corner of Survey No. 69, G.W.T. & P. R.R. Co., Block 1, from which the original Live Oak bearing trees, now 12", bear, N. 34 1/2° E. 34 varas and S. 53 1/2° W. 59 varas;

THENCE with fence, N. 84° 23' W. 1486.5 feet, N. 84° 10' W. 3405.7 feet, N. 82° 15' W. 38.5 feet and N. 84° 06' W. 5356.7 feet to a fence corner post, the SW corner of subject tract, in the West line of said Survey No. 3 and East line of Survey No. 2, B.S. & F., Block 4;

THENCE with fence the West line of said Survey No. 3 and said Survey No. 10, N. 24° 43' E. 10287.5 feet to the NW corner of said Survey No. 10 and SW corner of Survey No. 15, B.S. & F., Block 4, set 534.4 feet S. 24° 43' W. from a fence corner post;

THENCE with the North line of said Survey No. 10 and said Survey No. 15, S. 65° E. 5288.2 feet to the NE corner of said Survey No. 10, SE corner of said Survey No. 15 and SW corner of said Survey No. 16;

EXHIBIT "A"

THENCE with the West line of said Survey No.16, East line of said Survey No.15, N.24°45'E. 547.2 feet to a fence corner post;

THENCE with fence along the West line of said Survey No.16 and No.21 and East line of said Survey No.15, and Survey No.22, B.S. & F., Block 4, N.24°45'E. 4771.5 feet, N.24°52'E. 2902.3 feet to a fence post;

THENCE continuing with said Survey line, N.24°52'E. 2416.4 feet to the NW corner of said Survey No.21, NE corner of said Survey No.22 and in the South line of said Survey No.96 1/2, Ida A. Robinson;

THENCE with the South line of said Survey No.96 1/2 and North line of said Survey No.22, N.65°W. 554.1 feet to its intersection with the SE right of way line of Texas Highway No.41;

THENCE with the SE line of said Texas Highway No.41, N.70°29'E. 2673.7 feet to a fence corner post in the East line of said Survey No.96 1/2;

THENCE with fence along the East line of said Survey No.96 1/2, S.0°29'W. 2063.8 feet to a fence corner post, the approximate SE corner of said Survey No.96 1/2;

THENCE with fence, S.44°29'E. 2511.4 feet to a fence corner post in the East line of said Survey No.21 and West line of Survey No.76, G.W.T. & P.R.R.Co., Block 1, located S.4°47'W. 941.1 feet from a rock mound marking the NE corner of said Survey No.21;

THENCE with fence along the East line of said Surveys No.21, 20 and 17, and West line of Surveys No.76, 75 and 70, G.W.T. & P.R.R.Co., Block 1, S.4°57'W. 5251.2 feet and S.4°52'W. 4791.5 feet to an iron stake, the NE corner of a separate second 421.5 acre tract out of said Gilmer A. Morris Ranch;

THENCE with North line of said second 421.5 acre tract, S.86°38'W. 257.0 feet to an iron stake in the center of road;

THENCE continuing with North line of said second 421.5 acre tract, the center of road, N.43°23'W. 383.7 feet, N.58°56'W. 203.4 feet, N.70°27'W. 271.8 feet, S.80°51'W. 409.4 feet, N.14°14'W. 272.6 feet, N.61°42'W. 465.9 feet, N.22°31'W. 159.7 feet, S.82°41'W. 267.4 feet, S.31°54'W. 229.6 feet, S.88°30'W. 123.8 feet, N.40°41'W. 623.3 feet and N.69°17'W. 108.6 feet to the NW corner of said second 421.5 acre tract and NE corner of aforesaid 421.5 acre tract;

THENCE with the North line of aforesaid 421.5 acre tract, the center of road, N.69°17'W. 155.2 feet, S.49°10'W. 128.9 feet, S.85°53'W. 259.0 feet, S.76°58'W. 153.3 feet, N.85°46'W. 616.6 feet, N.68°38'W. 520.4 feet, N.57°08'W. 350.3 feet, N.68°33'W. 145.4 feet, S.58°23'W. 218.3 feet, N.48°35'W. 385.6 feet and N.58°07'W. 78.6 feet to the NW corner of aforesaid 421.5 acre tract;

THENCE with the West line of aforesaid 421.5 acre tract, S.4°52'W. 6988.3 feet to the place of beginning.

EXHIBIT "A"

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, Made this the 28th day of AUGUST, 1980, between G. E. LEHMANN and GORDON H. MONROE, P. O. BOX 1589, KERRVILLE, TX 78028

Hereinafter called lessor (whether one or more) and E. L. GRAHAM, 1308 W. Missouri, MIDLAND, TX 79701 Hereinafter called lessee.

1. Lessor, in consideration of Ten and no/100 and O/V/C Dollars \$ 10.00, in hand paid, the receipt and sufficiency of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, making delineation or other geophysical or geological tests and surveys, exploring, prospecting, drilling, mining and operating for oil, gas and all other minerals, injecting gas, waters, other fluids, and air into sub-surface strata, laying pipe lines, siting oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom from the following described land in Edwards County, Texas, to-wit:

All of that tract of land described in Exhibit "A" attached hereto and made a part of this lease for purposes of legal description of the land leased,

In the event a survey of said lands shall reveal the existence of excess and/or vacant lands lying adjacent to the above described land and the lessor, his heirs or assigns shall by virtue of his ownership of the lands above described have preference right to acquire said excess and/or vacant lands, then in that event this lease shall cover and include such excess and/or vacant lands which the lessor, his heirs or assigns shall have the preference right to acquire by virtue of his ownership of the land above described as set forth in the lease hereinafter provided. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 4105.3 acres, whether it actually contains more or less.

2. This lease shall remain in force for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any other mineral is produced from said land or land with which said land is consolidated. 3. The royalties to be paid by lessee are: (a) on oil saved at the well, one-eighth (1/8) of that produced and saved from the land, some to be delivered at the well or to the credit of lessor in the pipe line to which the wells may be connected, lessor's interest in either case shall bear in proportion of any expense for treating oil to make it marketable as crude, and of any trucking expenses incurred in marketing; (b) on gas, including casinghead gas and all gaseous substances produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well, the royalty will be one-eighth (1/8) of the amount realized from such sale; (c) on all other minerals mined and marketed, one-eighth (1/8) either in kind or value of the well or mine, at lessee's election, except on sulphur, the royalty shall be One Dollar (\$1.00) per long ton (a) where gas from a gas well or wells, one solid land or on land with which said land is consolidated, is not sold or used, whether before or after the expiration of the primary term, lessee shall, unless and until this lease be maintained in force and effect under other of its provisions, pay or tender to lessor, or pay or tender or deposit into the depository bank named in Paragraph 4 hereof, or any successor thereof or named hereof, in the manner herein provided, as royalty, an amount equal to the daily rental provided for in this lease for acreage then held under this lease by the party making payment or tender, same being payable annually at the end of each year during which such gas is not sold or used, computing such one year periods from the date when the last of all gas wells located on the land above described, or on land with which it is consolidated, is finally shut in. Should the shut-in period be less than one year, lessee shall pay as royalty, in the manner hereinabove provided, a prorata part of the annual amount provided for, computed to the nearest month, same being payable at the end of one year from the commencement of the shut-in period. Pending and until the payable date of, and while said royalty is so paid, tendered or deposited, it shall be considered and held under all provisions of this lease, that gas is being produced in paying quantities from the leased premises. For the purpose of this paragraph, the term gas well shall include a well, or wells, capable of producing natural gas, condensate or any other gaseous substance, and wells classified as gas wells by any governmental authority.

4. If operations for drilling or mining are not commenced on said land or on land consolidated therewith on or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the credit of lessor (in dollars and cents) a rental of Four thousand one hundred fifty and 30/100 Dollars, \$4,105.30

bank herein named, a rental of Four thousand one hundred fifty and 30/100 Dollars, \$4,105.30 which shall cover the privilege of maintaining commencement of such operations for a period of one (1) year, in like manner and upon like payments or tenders, annually, the commencement of operations for drilling may be further deferred for successive periods of one (1) year each during the primary term. Payment or tender may be made to the lessor or to the Bank of which bank or any successor thereof, shall continue to be the agent for the lessor and lessor's successors and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail, or refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a reasonable business day's notice designating another depository bank, and any depository change is a liability of the lessor. The payment or tender of rental and shut-in gas well royalties may be made by check or draft of lessee, mailed or delivered to said bank or lessor, or either lessor, if more than one, on or before the rental paying date.

5. Lessee is hereby granted the right to consolidate or utilize this lease, the land covered by it or any part or parts thereof as to all strata or any stratum with any other land, lease, leases or parts thereof as to all strata or any stratum for the production of oil, gas, or any other mineral. Consolidation in one or more instances shall not exhaust the right of lessee hereunder to consolidate this lease or portion of the oil, gas and mineral estate into other or different units. Units consolidated for oil hereunder shall not exceed forty (40) acres plus a tolerance of ten per cent (10%) thereof, and units consolidated for gas hereunder shall not exceed six hundred forty (640) acres plus a tolerance of ten per cent (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable in whole or in part on acreage per well, then any such units may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the completion of wells. Drilling or reworking operations and production on any part of the consolidated acreage shall be treated for all purposes hereof as if such drilling or reworking operations were upon or such production were from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage consolidated into a unit shall be treated for all purposes, except the payment of royalties on production from the consolidated unit, as if it were included in this lease. This paragraph shall never be construed as a limitation or restriction of any other provision of this lease. In lieu of the royalties herein provided, lessor shall receive on production from a unit so consolidated only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so consolidated in the particular unit involved.

6. If prior to discovery of oil, gas or other minerals on said land or land consolidated therewith lessee should drill and abandon a dry hole or holes thereon, or if after discovery of oil, gas or other minerals, the production thereof should cease from any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within sixty (60) days thereafter, or if it is within the primary term commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of two (2) months from date of completion and abandonment of said dry hole or holes or the cessation of production, if a dry hole is completed and abandoned at any time during the last fourteen (14) months of the primary term after the discovery of oil, gas or other mineral on said land or land consolidated therewith, no rental payment or operation is necessary in order to keep the lease in force during the remainder of the primary term. If, or the expiration of the primary term, oil, gas or other mineral is not being produced on said land or land consolidated therewith but lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon, this lease shall remain in force so long as drilling, mining, or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or land consolidated therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in an adjacent land and within one hundred fifty (150) feet of end, draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out of the purposes of this lease shall be conclusive.

7. Lessee shall have free use of all, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines, below ordinary snow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his like and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties, shall be binding upon lessee for any purpose until such person executing any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original lessor. In the event of an assignment of this lease to a segregated portion of said land, the rentals payable hereunder, shall be apportioned on between the several leasehold owners ratably according to the surface area owned by each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignee of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean any act of God including but not limited to storms, floods, washouts, landslides, and lightning; acts of the public enemy war, blockade, insurrection or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of Federal, State, Municipal or other governments or governmental officers or agents under color of authority; freight embargoes or failures; exhaustion of unavailability or delays in delivery of any product, labor, service or material; if lessee is required, ordered or directed by any Federal, State or Municipal law, executive order, rule, regulation or request or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or if lessee by force majeure is prevented from conducting drilling operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and lessee resumes such operations, this lease shall terminate and the lease shall terminate and this lease shall continue in full force, if any portion of suspension occurs during the primary term, the time thereof shall be added to such term.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that, if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated, thereupon, lessee shall be relieved from all obligations, expressed or implied, of this agreement as to the acreage so surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESSES:

Charlene Taylor
Oliver Wilson

G. E. Lehmann
Gordon H. Monroe

THE STATE OF TEXAS

SINGLE ACKNOWLEDGMENT

COUNTY OF KERR

G. E. LEHMANN and GORDON H. MONROE,

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the identical person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

My commission expires: 20th day of August, October A. D. 1980



Bertha Malochleb
Kerr
Notary Public in and for _____ County, Texas
Bertha Malochleb
Notary Public in and for Kerr Co., Texas
Commission Expires 12-31-80

WIFE'S SEPARATE ACKNOWLEDGMENT

that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 3262.3 acres of land, being out of Original Surveys, as follows:

491.9 acres, Survey No. 3, B.S. & F., Block 4, Mariah L. Thornton, Assignee, Abstract No. 29, Certificate No. 1/647;

128.4 acres, North part of Survey No. 4, B.S. & F., Block 4, Ida A. Robinson, Assignee, Abstract No. 2611, Certificate No. 1/647;

103.1 acres, South part of Survey No. 4, B.S. & F., Block 4, G.A. Morriss, Assignee, Abstract No. 3592, Certificate No. 1/647;

370.5 acres, Survey No. 9, B.S. & F., Block 4, F.H. Woodworth, Assignee, Abstract No. 29, Certificate No. 1/650;

645.5 acres, Survey No. 10, B.S. & F., Block 4, Cecil Robinson, Assignee, Abstract No. 2079, Certificate No. 1/650;

640.6 acres, Survey No. 16, B.S. & F., Block 4, Cecil Robinson, Assignee, Abstract No. 2624, Certificate No. 1/653;

208.3 acres, Survey No. 17, B.S. & F., Block 4, William Gibson, Assignee, Abstract No. 36, Certificate No. 1/654;

24.9 acres, Survey No. 20, B.S. & F., Block 4, Sid Peterson, Assignee, Abstract No. 3250, Certificate No. 1/656;

598.6 acres, Survey No. 21, B.S. & F., Block 4, Caroline V. Price, Assignee, Abstract No. 34, Certificate No. 1/657;

59.5 acres, Survey No. 96 1/2, Mrs. E.J. O'Guinn, Block E, Ida A. Robinson, Assignee, Abstract No. 2612, Certificate No. 1932;

And being out of that tract which was conveyed from Wanda Collins Becker, et al., to Gilmer A. Morriss, by deed dated December 1, 1972, of record in Volume 49 at Page 225 of the Deed Records of Edwards County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at an iron stake in fence, the North line of Survey No. 62, G.W.T. & P. R.R.Co., Block 1, the South line of the South part of said Survey No. 4, and SW corner of a separate 421.5 acre tract out of said Gilmer A. Morriss Ranch, located 5772.3 feet N. 84° 56' W. from a fence corner post set to mark the SE corner of said Survey No. 8, NE corner of Survey No. 63 and the SW corner of Survey No. 69, G.W.T. & P.R.R.Co., Block 1, from which the original Live Oak bearing trees, now 12", bear, N. 34 1/2° E. 34 varas and S. 53 1/2° W. 59 varas;

THENCE with fence, N. 84° 23' W. 1486.5 feet, N. 84° 10' W. 3405.7 feet, N. 82° 15' W. 38.5 feet and N. 84° 06' W. 5356.7 feet to a fence corner post, the SW corner of subject tract, in the West line of said Survey No. 3 and East line of Survey No. 2, B.S. & F., Block 4;

THENCE with fence the West line of said Survey No. 3 and said Survey No. 10, N. 24° 43' E. 10287.5 feet to the NW corner of said Survey No. 10 and SW corner of Survey No. 15, B.S. & F., Block 4, set 534.4 feet S. 24° 43' W. from a fence corner post;

THENCE with the North line of said Survey No. 10 and said Survey No. 15, S. 65° E. 5288.2 feet to the NE corner of said Survey No. 10, SE corner of said Survey No. 15 and SW corner of said Survey No. 16;

EXHIBIT "A"

THENCE with the West line of said Survey No. 16, East line of said Survey No. 15, N.24°45'E. 547.2 feet to a fence corner post;

THENCE with fence along the West line of said Survey No. 16 and No. 21 and East line of said Survey No. 15, and Survey No. 22, B.S. & F., Block 4, N.24°45'E. 4771.5 feet, N.24°52'E. 2902.3 feet to a fence post;

THENCE continuing with said Survey line, N.24°52'E. 2416.4 feet to the NW corner of said Survey No. 21, NE corner of said Survey No. 22 and in the South line of said Survey No. 96 1/2, Ida A. Robinson;

THENCE with the South line of said Survey No. 96 1/2 and North line of said Survey No. 22, N.65°W. 554.1 feet to its intersection with the SE right of way line of Texas Highway No. 41;

THENCE with the SE line of said Texas Highway No. 41, N.70°29'E. 2673.7 feet to a fence corner post in the East line of said Survey No. 96 1/2;

THENCE with fence along the East line of said Survey No. 96 1/2, S.0°29'W. 2063.8 feet to a fence corner post, the approximate SE corner of said Survey No. 96 1/2;

THENCE with fence, S.44°29'E. 2511.4 feet to a fence corner post in the East line of said Survey No. 21 and West line of Survey No. 76, G.W.T. & P.R.R. Co., Block 1, located S.4°47'W. 941.1 feet from a rock mound marking the NE corner of said Survey No. 21;

THENCE with fence along the East line of said Surveys No. 21, 20 and 17, and West line of Surveys No. 76, 75 and 70, G.W.T. & P.R.R. Co., Block 1, S.4°57'W. 5251.2 feet and S.4°52'W. 4791.5 feet to an iron stake, the NE corner of a separate second 421.5 acre tract out of said Gilmer A. Morris Ranch;

THENCE with North line of said second 421.5 acre tract, S.86°38'W. 257.0 feet to an iron stake in the center of road;

THENCE continuing with North line of said second 421.5 acre tract, the center of road, N.43°23'W. 383.7 feet, N.58°56'W. 203.4 feet, N.70°27'W. 271.8 feet, S.80°51'W. 409.4 feet, N.14°14'W. 272.6 feet, N.61°42'W. 465.9 feet, N.22°31'W. 159.7 feet, S.82°41'W. 267.4 feet, S.31°54'W. 229.6 feet, S.88°30'W. 123.8 feet, N.40°41'W. 623.3 feet and N.69°17'W. 108.6 feet to the NW corner of said second 421.5 acre tract and NE corner of aforesaid 421.5 acre tract;

THENCE with the North line of aforesaid 421.5 acre tract, the center of road, N.69°17'W. 155.2 feet, S.49°10'W. 128.9 feet, S.85°53'W. 259.0 feet, S.76°58'W. 153.3 feet, N.85°46'W. 616.6 feet, N.68°38'W. 520.4 feet, N.57°08'W. 350.3 feet, N.68°33'W. 145.4 feet, S.58°23'W. 218.3 feet, N.48°35'W. 385.6 feet and N.58°07'W. 78.6 feet to the NW corner of aforesaid 421.5 acre tract;

THENCE with the West line of aforesaid 421.5 acre tract, S.4°52'W. 6988.3 feet to the place of beginning.

EXHIBIT "A"

SAVE AND EXCEPT:

All that certain tract or parcel of land lying and being situated in the County of Edwards, State of Texas, comprising 100.0 acres of land, being approximately 72.9 acres out of Original Survey No.17, B.S.& F Block 4, William Gibson, Assignee, Abstract No.36, and approximately 27.1 acres out of Original Survey No.16, B.S.& F. Block 4, Cecil Robinson, Assignee, Abstract No.2624, and being out of that 3262.3 acre tract which was conveyed to Energy Land, Inc., by deed dated January 16, 1979, of record in Volume 56 at Page 840 of the Deed Records of Edwards County, Texas, and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a fence corner post, the SE corner of subject tract and the NE corner of a separate 69.6 acre tract out of said 3262.3 acre tract, being in the East line of said Original Survey No.17 and the East line of said 3262.3 acre tract, located approximately 7350.1 feet N.4°52'E. from a fence corner post, set to mark the SE corner of Original Survey No.8, B.S.& F. Block 4, the NE corner of Survey No.63 and the SW corner of Survey No.69, G.W.T.& P.R.R.Co. Block 1, of which the original Live Oak Bearing trees, now 12 inches, bear N.34 1/2°E. 34 varas and S.53 1/2°W. 59 varas;

THENCE, with fence the East line of said 3262.3 acre tract, along the East line of said Survey No.17, N.4°52'E. 1574.3 feet to an iron stake in fence, the SE corner of a separate 135.8 acre tract out of said 3262.3 acre tract;

THENCE, with the South line of said 135.8 acre tract, N.87°55'W. 2278.2 feet, S.58°24'W. 117.8 feet, S.82°08'W. 190.1 feet, N.79°31'W. 173.7 feet and N.63°03'W. 220.8 feet to an iron stake, its SW corner, in the center of 60 foot wide ranch road;

THENCE, with the center of said 60 foot wide ranch road, S.21°48'W. 220.9 feet, S.1°40'E. 392.5 feet, S.39°55'E. 561.8 feet, S.1°16'W. 567.3 feet and S.27°10'E. 59.6 feet to an iron stake set where fence intersects road, the NW corner of aforesaid 69.6 acre tract;

THENCE, with fence along the North line of said 69.6 acre tract, S.88°55'E. 2495.2 feet to the place of beginning.

This tract is subject to one half of 60 foot wide roadway easement along its West line, where calls are "with the center of 60 foot wide ranch road".

EXHIBIT "A"

