

Cover page for:

Preliminary Title Report

(with copies of recorded exception documents *)

Preliminary title insurance schedules prepared by:

Botts Title Company
(File Number: GF NO. CO-26-113)

255.4± acres in Colorado County, Texas

For 8/11/2026 Sealed Bid Auction conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**BOKF NA, doing business as Bank of Texas, in its capacity as the
Trustee of the Elwyn J. Cole Exempt Lifetime Trust**

*** Copies of the recorded documents which are listed as exceptions are included in the following pages, after the Preliminary Title Report. These documents are also available via hyperlinks within the Preliminary Title Report.**

PRELIMINARY TITLE REPORT

Effective Date: July 17, 2026 8:00 AM

GF NO. CO-26-113

Title Report No. CO-26-113, issued July 27, 2026

1. Potential Policy or Policies to be issued:

a) TBD

Policy Amount: \$TBD

PROPOSED INSURED: TBD

2. The interest in the Land covered by this Title Report is: fee simple

3. Recorded Title to the land on the Effective Date appears to be vested in:

BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Elwyn J. Cole, Jr. Exempt Lifetime Trust

4. Legal description of the land:

Approximately 255.4 acres of land, being all of a called 136.025 acre tract known as Tract 13, all of a called 46.40 acre tract known as Tract 15 and part of a called 95.554 acre tract known as Tract 14, Colorado County Show Place, Colorado County, Texas, according to the plat recorded in Slide No. 83, Plat Records of Colorado County, Texas. Complete property description not available at time report was issued. Field notes with metes and bounds description to be attached upon receipt of a current property survey by a Registered Professional Land Surveyor. (SEE SCHEDULE C)

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

PRELIMINARY TITLE REPORT

Schedule B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

Covenants, conditions, reservations, easements, building lines and restrictions applicable to Colorado County Show Place, as shown on plat recorded on Slide No. 83, Plat Records of Colorado County, Texas. NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

- c. to filled-in lands, or artificial islands, or

- d. to statutory water rights, including riparian rights, or

- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2026, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2026 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan

PRELIMINARY TITLE REPORT

Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. Rights of parties in possession.
- b. Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.
- c. Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.
- d. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- e. The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.
- f. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- g. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
- h. Covenants, conditions, reservations, easements, building lines and restrictions applicable to Colorado County Show Place, as shown on plat recorded on [Slide No. 83](#), Plat Records of Colorado County, Texas. NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.
- i. Subject property lies within the boundaries of Colorado County Groundwater Conservation District and is subject to the rights of said district to levy taxes and issue bonds.
- j. Right of Way Easement dated May 31, 1977, executed by Leon Schindler to San Bernard Electric Cooperative, Inc., recorded in [Book 362, Page 66](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- k. Right of Way Easement dated June 30, 2000, executed by Ursula Saldivar Stephens and spouse, Jon Russell Stephens to San Bernard Electric Cooperative, Inc., recorded in [Book 362, Page 591](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- l. Oil, Gas and Mineral Lease dated June 15, 1998, executed by Calvin B. Fields, Jr. and wife, Linda Fields to Swift Energy Company, recorded in [Book 275, Page 412](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- m. Mineral and/or Royalty Reservation(s) appearing in Deed dated February 9, 1924, executed by J. W. Slavin and M. M. Craven to A. J. Harbers, recorded in [Book 74, Page 494](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- n. Mineral Deed dated December 28, 1944, executed by H. R. Cullen and wife, Lillie Cranz Cullen to Agnes

PRELIMINARY TITLE REPORT

Cullen Arnold, et al, recorded in [Book 126, Page 385](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

o. Mineral and/or Royalty Reservation(s) appearing in Deed dated April 3, 1950, executed by H. R. Cullen to Gus C. Yelderman, recorded in [Book 148, Page 408](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

p. Mineral and/or Royalty Reservation(s) appearing in Deed dated April 26, 1951, executed by Otto Thumann and wife, Frieda Thumann to Robert F. Potter, recorded in [Book 157, Page 143](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

q. Mineral and/or Royalty Reservation(s) appearing in Deed dated June 18, 1953, executed by H. R. Cullen to Gus C. Yelderman, recorded in [Book 172, Page 291](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

r. Mineral and/or Royalty and Gravel Reservation(s) appearing in Deed dated April 30, 1955, executed by G. C. Yelderman and wife, Mildred C. Yelderman to Leon Schindler and wife, Jessie Lee Schindler, recorded in [Book 185, Page 217](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

s. Mineral and Royalty Deed dated August 22, 1979, executed by Leon Schindler to Cynthia Ann Schindler Ford and Leon Schindler, Trustees, recorded in [Book 397, Page 262](#), Deed Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

t. Mineral and/or Royalty Reservation(s) appearing in Deed dated March 22, 1993, executed by Cynthia A. Ford, et al to Calvin B. Fields, Jr., recorded in [Book 53, Page 394](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

u. Utility and drainage easement ten feet (10') wide adjacent and parallel to all property lines as indicated on plat of Colorado County Show Place, recorded in [Slide No. 83](#), Plat Records of Colorado County, Texas.

v. Easements for guying purposes to San Bernard Electric Cooperative, Inc. as indicated on plat of Colorado County Show Place, recorded in Slide No. 83, Plat Records of Colorado County, Texas.

w. Sanitary control easement One Hundred Fifty feet (150') wide as indicated on plat of Colorado County Show Place, recorded in Slide No. 83, Plat Records of Colorado County, Texas.

x. Dedication of private roads, utility easements and entryways as indicated on plat of Colorado County Show Place, recorded in Slide No. 83, Plat Records of Colorado County, Texas.

y. Any claim, right or assertion, including rights of ingress and egress, in and to the electric line crossing property as indicated on plat of Colorado County Show Place, recorded in Slide No. 83, Plat Records of Colorado County, Texas.

z. Right of Way Easement dated January 9, 2001, executed by Thomas Ray Tubbs, Sr. and Sharon A. Tubbs to San Bernard Electric Cooperative, Inc., recorded in [Book 364, Page 572](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

aa. Right of Way Easement dated November 22, 2000, executed by Thomas Ray Tubbs, Sr. and Sharon A. Tubbs to San Bernard Electric Cooperative, Inc., recorded in [Book 364, Page 576](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

bb. Permanent Easement Agreement dated June 4, 2011, executed by Elwyn J. Cole to ETC NGL Transport,

PRELIMINARY TITLE REPORT

LLC, recorded in [Book 672, Page 429](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

cc. Mineral and/or Royalty Reservation(s) appearing in Deed dated December 3, 1999, executed by Calvin B. Fields, Jr. and Linda Anne Fields to Thomas Ray Tubbs, Sr. and spouse, Sharon A. Tubbs, recorded in [Book 322, Page 455](#), Official Records of Colorado County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

PRELIMINARY TITLE REPORT

Schedule C

Your policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued.

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. If Company is to delete the appropriate portion on the standard survey exception and/or provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements, and showing the exact location of all building lines in relation to the property lines; (b) easements and/or rights of way dedicated or not, that a physical inspection of the premises might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 48 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey. **TITLE COMPANY WILL NOT AND DOES NOT ORDER SURVEYS.** The ordering of surveys is the responsibility of the parties.
6. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the **ISSUANCE** of the loan policy the insured lender on Schedule A of the loan policy will appear as follows: "(Name of Proposed Lender), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions."
7. Title Company must be furnished with any closing package from lender at least 72 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said closing instructions.
8. Underwriter requires a copy of a valid photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Driver's License, Passport, Governmental ID).
9. All instruments must be created on forms satisfactory to Title Company.
10. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of

PRELIMINARY TITLE REPORT

funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as: (1) Cash or wire transfers; (2) Certified funds, including certified checks and cashier's checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution.

11. If the proposed transaction is based upon a Power of Attorney(s), the Power of Attorney(s) must be furnished for review and must be recorded. Company requires on day of closing that the Principal be contacted by a representative of the Company to verify the Power of Attorney is exercised while the principal is alive, that the power remains in effect and that the Power of Attorney(s) has not been revoked at the time of execution, delivery, and recording of the deed. Company further requires at closing execution of a Certification of Power of Attorney. At that time, the Company may make additional requirements or exceptions.

12. **IMPORTANT NOTICE OF NEW FEDERAL REGULATION:** Effective for transactions closing on or after March 1, 2026, The United States Department of Treasury, Financial Crimes Enforcement Network ("FinCEN"), has adopted mandatory real estate reporting regulations [31 C.F.R. § 1031.320] with extensive financial disclosure requirements. The mandatory FinCEN reporting requirements apply to transactions: (i) involving buyer(s) of an interest in real estate; (ii) which real estate has a present or future residential component; (iii) where the transferee/buyer/purchaser is either a trust or an entity [i.e. corporation, partnership, limited partnership, limited liability company, limited liability partnership, associations, sole proprietorships etc.]. Any real estate transaction, where the buyer is other than a natural person, is potentially impacted. The highly complex sixteen page federal regulation, containing four pages of definitions, including many technically narrow exceptions and exclusions, requires the closing or settlement agent to make an initial determination if the buyer(s) and seller(s) need(s) to complete the: (i) Buyer's Anti-Money Laundering Information Collection & Certification Form [9 pages] and, (ii) Sellers Anti-Money Laundering Information Collection & Certification Form [6 pages]. Herein the AMLICCF. After the signed and certified Buyer and Seller AMLICCF are completed, the settlement or closing agent makes a determination if FinCEN reporting is required. This regulation, through the Bank Secrecy Act (12 U.S.C. 1829b et. seq.), contains both civil and criminal penalties for negligent or willful violation. The FinCEN reporting must be made by the settlement or closing agent on the later of: (i) 30 calendar days after closing; or, (ii) the final day of the month following the month in which the date of closing occurred. On or after March 1, 2026, no real estate closing may be scheduled, or occur, under this Commitment for Title Insurance, unless the 100% completed, signed, and certified AMLICCF's have been submitted to the settlement or closing agent and approved, in writing, by a senior officer or legal counsel of the settlement or closing agent.

13. **NOTE:** All parties are to satisfy themselves as to any subdivision/platting requirements deemed necessary by the County.

14. **NOTE:** Subject to the terms, conditions and stipulations contained in the Earnest Money Contract / Contract / Agreement between Seller and Buyer.

15. Require all taxes be paid up and including 2025.

16. Require execution of an Affidavit as to Debts and Liens by Owner/Seller.

17. If an Owner's Title Policy is to be issued in connection with transaction, require execution of Waiver of Inspection form.

18. Satisfactory evidence must be provided by all title holders/borrowers in a form acceptable to the Company, which discloses the marital history of each title holder/borrower from the time an interest in any part of the land was first acquired. If title is held by a married person, we will require the joinder of both spouses on any conveyance. Any loan transaction may require evidence acceptable to Company to designate and disclaim the homestead of Borrower(s). The Title Company reserves the right to make further requirements based on said evidence.

19. This is a preliminary Title report to provide preliminary title evidence only and should not be shared or used

PRELIMINARY TITLE REPORT

with any other parties. Upon receipt of a fully executed contract, Company will update title and reserves the right to make additional requirements and/or exceptions.

20. Company is in receipt of a proposed survey plat and metes and bounds dated March 30, 2026, prepared by Richard V. Hall, Jr., R.P.L.S. No. 2001. Company to be furnished with complete metes and bounds and proof of access of the subject property. Company reserves the right to make additional exceptions and/or requirements upon receipt and review.

21. We must be furnished with an executed copy of the Elwyn J. Cole, Jr. Exempt Lifetime Trust along with any and all amendments thereof. Additional exceptions and/or requirements may be made upon receipt and review.

22. Subject property lies within the Colorado County Groundwater Conservation District. Proper notice must be given to the purchaser.

23. Title vested by virtue of Deed dated April 27, 2023, executed by Scott A. Morrison, Independent Executor of the Estate of E. J. Cole, Deceased to BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Elwyn J. Cole, Jr. Exempt Lifetime Trust, recorded in [Book 1037, Page 927](#), Official Records of Colorado County, Texas.

24. The following note is for informational purposes only: The following deed(s) affecting said land were recorded within the last 24 months of the date of the commitment/report: NONE.

Countersigned:



BOTTS TITLE COMPANY

RIGHT-OF-WAY EASEMENT

The State of Texas }
 County of ... Colorado }

KNOW ALL MEN BY THESE PRESENTS:

THAT Leon Schindler (hereinafter referred to as Grantor,

whether one or more) of Harris County, Texas, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, and by these presents does grant unto San Bernard Electric Cooperative, Inc., a cooperative corporation, (hereinafter called the "Cooperative") whose post office address is P. O. Box 158, Bellville, Texas 77418, and to its successors, assigns and leasees, a right-of-way for an electric distribution system consisting of conductors, poles, and other necessary or desirable equipment across, along, upon, and under the following described lands located in Colorado County, Texas:

That certain tract or parcel of land consisting of approximately 760 acres, more or less, in area and being the same property described in a deed dated April 30, 1955, from G. C. Yelderman and wife, Mildred C. Yelderman, Grantor and recorded in Volume 185, Page 217 of the Deed Records of Colorado County, Texas, to which reference is made for all purposes.

The easement herein granted is an unobstructed easement 250 feet long and 20 feet wide, the location of the center line of which is indicated on Exhibit "A" hereto attached and made a part hereof, with all necessary appurtenances as shown on said attached Exhibit "A", together with the right to use and keep all of said easement area free and clear of any and all obstructions, except fences, and the rights of ingress and egress to and from said right-of-way for the purpose of constructing, reconstructing, repaving, operating, inspecting, repairing, maintaining, replacing, and removing said conductors, poles and equipment; and the Grantor, his successors, assigns, agents or licensees shall not have the right to cause or permit any obstacles except fences to be placed or constructed within said easement area without the express written consent of the Cooperative.

The undersigned agree that all poles, wires, and other facilities installed on the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

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

and do hereby bind themselves, their successors, assigns, agents, licensees, heirs, and legal representatives to warrant and forever defend all and singular the above-described easement and rights unto the said San Bernard Electric Cooperative, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 31 Day of May, A.D., 1977.

Leon Schindler

THE STATE OF TEXAS
 COUNTY OF HARRIS

P. O. Box 19128
 Houston, Tx. 77024

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Leon A. Schindler

known to me to be the person(s) whose name(s) 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 31 Day of May, A.D., 1977.

Notary Public, Harris County, Texas

THE STATE OF TEXAS
 COUNTY OF

Notary Public in and for Harris County, Texas
 My Commission Expires 12-22-78
 Bonded by Alexander Lovett, Lawyers Surety Corp.

BEFORE ME, the undersigned authority, a Notary Public in and for County, Texas, on this day personally appeared

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

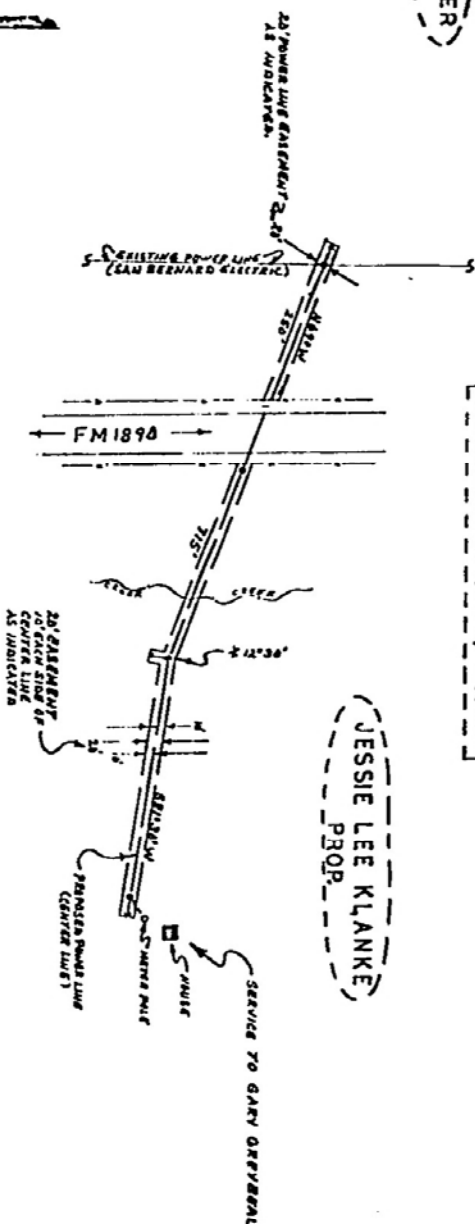
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS Day of A.D., 1977.

Notary Public, County, Texas

LEON SCHINDLER
PROP.

WILLIAM R. HUNT SURVEY
A-29
COLORADO COUNTY, TEXAS

JESSIE LEE KLANKE
PROP.



San Bernard Electric Cooperative, Inc.			
P. O. BOX 158			
BEATYVILLE, TEXAS 77418			
EASEMENT TO PROVIDE ELECTRIC SERVICE			
DR. BY	JH	SCALE	1"=200'
DATE	5/27/72	DWG NO.	EXHIBIT "A"

PAGE 68
VOL 362

22-7-24
35693
RECEIVED
JUN-2 1977
S.B.E.C.

FILED FOR RECORD
14 day of July 1977
BY *Lester Schneider*
CLERK COUNTY COURT, HONOLULU CO., H.K.
By *Lester Schneider*
Deputy

Lester Schneider

due

Recorded the 19 day of *July* A.D. 1977 at 1:00 o'clock *P.* M.
in LESTER SCHNEIDER, County Clerk BY *Betty Lane*, Deputy

Jon Stephens
Marvin Tanecka

VOL. 362 PAGE 591

RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS
COUNTY OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT Ursula Saldivar Stephens and spouse Jon Russell Stephens (hereafter referred to as Grantor, whether one or more) of County, Texas, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, and by these presents does grant unto San Bernard Electric Cooperative, Inc., a cooperative corporation, (hereinafter call the "Cooperative") whose post office address is P.O. Box 158, Bellville, Tx 77418, and to its successors, assigns and lessees, a right-of-way for an electric distribution and communication system consisting of conductors, poles, and other necessary or desirable equipment across, along, upon, and under the following described lands located in Colorado County, Texas:

A tract or parcel of land consisting of Tract #5, situated in Colorado County, Texas, and more fully described in a Deed dated December 7, 1999, from Calvin B. Fields, Jr. and Linda Anne Fields, to the herein Grantor and recorded in Volume 322, Page 660 of the Deed Records of Colorado County, Texas;

To which reference is made for all purposes.

The easement herein granted is an unobstructed easement being 20' in width, 10' on each side of the proposed power line, the location of which is indicated on Exhibit "A" hereto attached and made a part hereof, with all necessary appurtenances as shown on said attached Exhibit "A", together with the right to use and keep all of said easement area free and clear of any and all obstructions, except fences, and the rights of ingress and egress to and from said right-of-way for the purpose of constructing, reconstructing, rephasing, operating, inspecting, repairing, maintaining, replacing, and removing said conductors, poles and equipment; and the Grantor, his successors, assigns, agents or licensees shall not have the right to cause or permit any obstacles except fences to be placed or constructed within said easement area without the express written consent of the Cooperative. The Cooperative shall have the right to remove, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to remove, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

The undersigned agree that all poles, wires, and other facilities installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

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

_____ hereby bind themselves, their successors, assigns, agents, licensees, heirs, and legal representatives to warrant and forever defend all and singular the above-described easement and right unto the said San Bernard Electric Cooperative, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

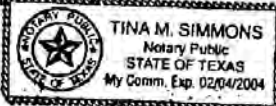
If any of the above specified easement is to consist of underground service, the undersigned acknowledge that they take sole responsibility for advising Cooperative of the existence and location of any and all other underground easements and utilities on the subject property, and further acknowledge that they, the undersigned, will be solely liable for any and all damages caused by virtue of the Cooperative's inadvertent breach or invasion of said easements.

EXECUTED THIS 30 Day of June, A.D., 20 00.

Ursula Saldivar Stephens
Ursula Saldivar Stephens

Jon Russell Stephens
Jon Russell Stephens

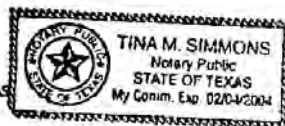
THE STATE OF TEXAS
COUNTY OF



BEFORE ME, the undersigned authority, a Notary Public in and for State of Texas, on this day personally appeared Ursula Saldivar Stephens, 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 30 Day of June, A.D., 20 00.

THE STATE OF TEXAS
COUNTY OF



Tina M. Simmons
Notary Public, State of Texas

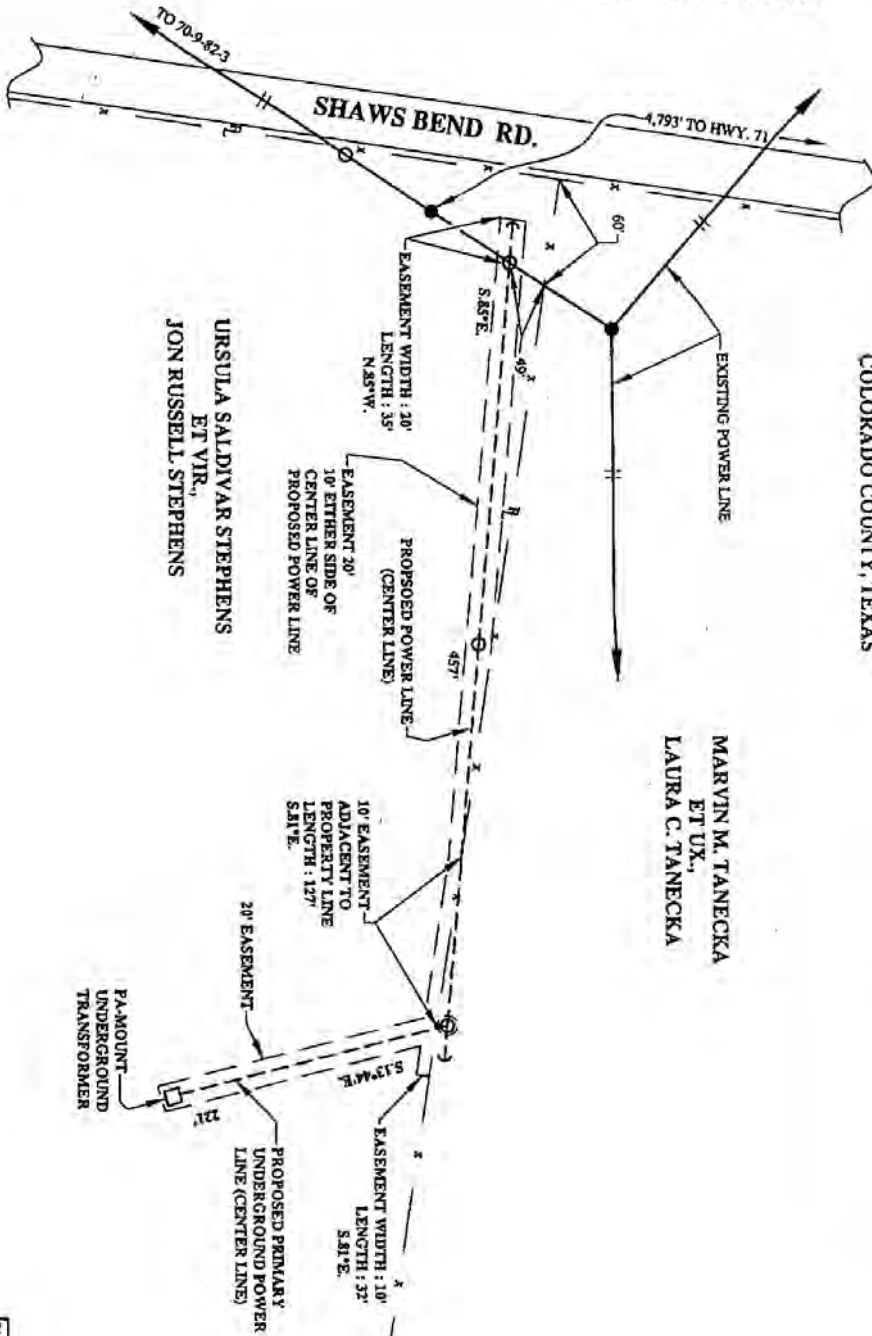
BEFORE ME, the undersigned authority, a Notary Public in and for State of Texas, on this day personally appeared Jon Russell Stephens, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 Day of June, A.D., 20 00.

Tina M. Simmons
Notary Public, State of Texas

WILLIAM HUNT SURVEY, A-29
COLORADO COUNTY, TEXAS

MARVIN M. TANECKA
ET UX,
LAURA C. TANECKA



SCALE: 1" = NTS

EXHIBIT "A"

SAN BERNARD ELECTRIC COOPERATIVE, INC.
P.O. BOX 158 BELLEVILLE, TX 77418-8158
OWN BY: B/JH DATE: 06-23-00
DWG REF: 90-05-642

VOL 362 PAGE 593

3/26/43

652

FILED FOR RECORD

6th day of Feb. 2001

at 10:00 o'clock A.M.

DARLENE HAYEK

CLERK, COLORADO COUNTY, TEXAS

By *Rebecca Mayo*
Deputy

REBECCA MAYO

3:11:30
88

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me on

FEB 7 2001



Darlene Hayek
DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 15th day of June 19 98, between

CALVIN B. FIELDS, JR. and wife, LINDA FIELDS

Lessor (whether one or more), whose address is: 20015 Britannia, Katy, Texas 77450
and Swift Energy Company, 16825 Northchase Dr., Suite 400, Houston, TX 77060 . Lessee, WITNESSETH

and SWIFT Energy Company, Inc., as Lessee, shall pay to Lessor, as consideration for the lease hereunder, the sum of Ten dollars and other valuable consideration Dollars (\$ 10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, and conducting exploration, geologic and geophysical surveys by seismic methods, test pits, test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products and housing its employees, the following described land in COLORADO County, Texas, to-wit:

FOR A COMPLETE DESCRIPTION OF SAID PROPERTY SEE EXHIBIT "A".
FOR ADDITIONAL PROVISIONS SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

This lease also covers and includes all land owned or claimed by Lessor or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

[illegible]

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, either of them or any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the orders and regulations of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to areas with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file (or record in the appropriate records of the county in which the leased premises are situated) an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or by this Lessee, the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of apportioning the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the basis of production from such land. The production from an oil well will be considered as production from the lease or oil pooled included in the unit just as though such production were from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas unit from which it is producing and not as production from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any pooled unit from which it is producing and not from an oil pooled unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests within production royalty which may become payable under this lease shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such other well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. 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 plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas, or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. 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, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not covered by Lessor) shall be paid out of the royalty herein provided. 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.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas, or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is so prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

FOR ADDITIONAL PROVISIONS SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the

day of

1997.

by

NOTARY PUBLIC

Attached to and made a part of that certain Oil, Gas and Mineral lease dated June 15, 1998 by and between Calvin B. Fields, Jr. and wife, Linda Fields as Lessor, and Swift Energy Company, as Lessee.

900.574 acres of land, more or less, out of the P. R. Splane Survey, A-41, the William R. Hunt Survey, A-29, and the Chas. Fordham Survey, A-24, Colorado County, Texas, and being more fully described as follows:

TRACT 1: 577.694 acres of land, more or less, out of the P. R. Splane Survey, A-41, the William R. Hunt Survey, A-29, and the Chas. Fordham Survey, A-24, Colorado County, Texas, and being the same land described in that certain deed dated March 22, 1993, from Cynthia A. Ford, et al, to Calvin B. Fields, Jr. recorded in Volume 53, Page 394 of the Official Records of Colorado County, Texas; **LESS AND EXCEPT 30.90 acres** of land, more or less, being described in that certain deed dated April 3, 1950, from H. R. Cullen to Gus C. Yelderman and recorded in Volume 148, Page 408 of the Deed Records of Colorado County, Texas; **LESS AND EXCEPT 147.0 acres** of land, more or less, being described in that certain deed dated April 30, 1955, from G. C. Yelderman, et ux to Leon Schindler, et ux, and recorded in Volume 185, Page 217 of the Deed Records of Colorado County, Texas; **LESS AND EXCEPT 1.40 acres** of land, more or less, being described in that certain deed dated June 18, 1953, from H. R. Cullen to Gus C. Yelderman and recorded in Volume 172, Page 291 of the Deed Records of Colorado County, Texas; **LESS AND EXCEPT 146.50 acres** of land, more or less, being described in that certain deed dated June 8, 1956, from Robert F. Potter, et ux, to Leon Schindler and recorded in Volume 192, Page 210 of the Deed Records of Colorado County, Texas; **LESS AND EXCEPT 3.38 acres** of land, more or less, being described in that certain deed dated June 8, 1956, from Robert F. Potter, et ux, to Leon Schindler and recorded in Volume 192, Page 210 of the Deed Records of Colorado County, Texas; **LESS AND EXCEPT 26.0 acres** of land, more or less, being described in that certain deed dated May 24, 1956, from Harry Reising, et al, to Leon Schindler and recorded in Volume 192, Page 198 of the Deed Records of Colorado County, Texas.

TRACT 2: 147.0 acres of land, more or less, out of the P. R. Splane Survey, A-41 and the William R. Hunt Survey, A-29, Colorado County, Texas, and being described as tract "A" and "B" in that certain deed dated April 30, 1955, from G. C. Yelderman, et ux, to Leon Schindler, et ux, and recorded in Volume 185, Page 217 of the Deed Records of Colorado County, Texas.

TRACT 3: 146.50 acres of land, more or less, out of the P. R. Splane Survey, A-41, Colorado County, Texas, and being described as the 1st tract in that certain deed dated June 8, 1956, from Robert F. Potter, et ux, to Leon Schindler and recorded in Volume 192, Page 210 of the Deed Records of Colorado County, Texas.

TRACT 4: 3.38 acres of land, more or less, out of the P. R. Splane Survey, A-41, Colorado County, Texas, and being described as the 2nd tract in that certain deed dated June 8, 1956, from Robert F. Potter, et ux, to Leon Schindler and recorded in Volume 192, Page 210 of the Deed Records of Colorado County, Texas.

TRACT 5: 26.0 acres of land, more or less, out of the P. R. Splane Survey, A-41, Colorado County, Texas, and being described in that certain deed dated May 24, 1956, from Harry Reising, et al, to Leon Schindler and recorded in Volume 192, Page 198 of the Deed Records of Colorado County, Texas.

Attached to and made a part of that certain Oil, Gas & Mineral Lease dated June 15, 1998 by and between CALVIN B. FIELDS, JR. and wife, LINDA FIELDS, as Lessor and Swift Energy Company, as Lessee.

11. In the event a well is drilled in which the horizontal component of the gross completion interval exceeds one hundred fifty (150) feet in length ("horizontal completion well"), pooling shall be on a surface acreage basis (defined below) to include the length of the horizontal drainhole beginning at a point where the horizontal drainhole penetrates the correlative interval and extending to the terminus of such horizontal drainhole. For the purposes of this provision, "terminus", "horizontal drainhole" and "correlative interval" shall be defined in accordance with the Rules and Regulations of the Railroad Commission of Texas or other governmental authority having jurisdiction. The diagonal of said units shall comply with the Rules and Regulations of said Commission or other governmental authority.

The size of the units for a horizontal completion well with a drill site located at the above described property or in which the above described property is pooled where the drill site is located off the leased premises shall be limited to the unit size prescribed or permitted by the Railroad Commission of Texas.

In exercising the pooling rights granted in this paragraph, Lessee shall file of record a written declaration describing the unit and stating the effective date of the pooling. As to any horizontally completed well, Lessee shall have ninety (90) days from initial completion in which to file of record a written designation of unit. If this unit is filed within that period of time, then the Lessee shall be authorized to calculate and pay all royalties on a unit basis effective from the date of commencement of drilling operations. "Surface acreage basis" means the production on which the Lessor's royalty is calculated shall be that proportion of total unit production which the surface acreage covered by this Lease and included in the unit bears to the total gross acreage in the unit.

12. Notwithstanding anything herein to the contrary there is excepted herefrom and reserved to the Lessor herein, all coal, uranium, fissionable materials, and all bentonite, fullers earth and other clay like substances. It is specifically understood and agreed that this Lease covers oil, gas, sulphur and associated liquid or liquefiable hydrocarbons only, and does not cover or include any other minerals, with all such minerals being reserved by Lessor. Accordingly, the words "oil, gas" when used herein shall mean oil, gas, sulphur and associated liquid and liquefiable hydrocarbons only, and the words "all other minerals", whenever used herein shall be stricken from this Lease, so that such "all other minerals" as defined herein are reserved to Lessor.

13. In the event a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this Lease in force only as to the land included in said unit or units. This Lease, as to land not included in said unit or units shall revert to Lessor unless extended.

14. Lessors hereby grant unto Lessee the exclusive permission to conduct geophysical exploration surveys on the leased premises for the purpose of exploring same for the possible existence of oil, gas and other hydrocarbons during the initial primary term of this lease as well as during any extension.

15. Lessee will obtain prior permission of Lessor (and such permission will not be unreasonably withheld) to use the surface of the leased premises for drilling or production operations, and in that event, Lessee shall reimburse and pay Lessor for all damages to Lessor's land, fences, gates, roads, drainage, buildings and other improvements, growing crops and cattle, which are caused by or result from Lessee's operations on the leased premises. If the surface of the land where any well is drilled has been disturbed by Lessee upon the termination of this lease, Lessee shall within six (6) months, weather conditions permitting, level and repair the surface of the land in substantially the same condition as is practicable as it was prior to the commencement of such operations. If any fences existing on said lands are cut by Lessee for its purposes, Lessee shall establish and maintain a good and substantial cattle guard at such point to prevent the escape of Lessor's cattle at such entrance or any place where Lessee disturbs the fences. If a cattle guard is used, same shall be left on Lessor's property upon termination of this Lease, and Lessor's fence replaced. Lessor shall have the right to continue to use the surface of said land for agricultural and grazing purposes, unless said use would interfere with Lessee's operations, and Lessee shall pay to Lessor (or any tenants of Lessor as their interest may appear), any damage to crops, land, cattle, trees or any other property caused by or resulting from Lessee's operations on the leased premises permitted hereunder. Lessee agrees to erect and maintain a fence capable of turning back cattle of ordinary demeanor around its drillsite containment pond, tank batteries, and any other facilities placed upon the leased premises as a result of its operations thereon, within sixty (60) days after receiving written request from Lessor. Additionally, should any of Lessee's operations, geophysical or otherwise, hereunder cause any damage to existing water wells, Lessee will repair or replace said well or wells.

16. Any provision herein to the contrary notwithstanding, Lessee shall not have the privilege of using surface water from the leased premises without the prior consent of the Lessor. In the event Lessee drills a water well upon the leased premises for its use in its operations thereon, then upon cessation of its operations, and at Lessor's request, said water well and all pipe and connections will be assigned to Lessor, who shall assume all rights, responsibilities and liabilities, if any, for operation and maintenance of said water well.

17. Lessee, its employees, contractors or their employees, shall not have the right to hunt or fish on the leased premises, and no firearms shall be allowed thereon.

18. This Lease shall not be maintained in force solely by the payment of shut-in well royalties for more than two (2) years in the cumulative.

19. Royalties on production shall be paid within the time and manner provided for in the Texas Natural Resources Code 91.401, et seq. Interest on any late payments shall accrue and be paid as provided for therein.

20. Notwithstanding anything to the contrary contained herein, if any provision contained within this Exhibit "B" shall conflict with any provision in the lease, then the provision contained in this Exhibit "B" shall govern.

21. All references to a one-eighth (1/8th) royalty are hereby changed to read one-fifth (1/5th).

22. It is also agreed and understood between Lessor and Lessee, its assigns and or heirs, that without the express written consent of Lessor herein, no portion of the herein described leased premises may be assigned to Reserve Resources, Reserve Oil and Gas, Reserve Energy, Reserve Exploration, Jim Worley, John M. Wainwright, Zeal Energy Corporation, Erec Drilling Company, Stable Energy, County Management, Inc., Pampell Interest, Inc. or Robust Oil Company, any successor company or companies, or to Alfred E. Pampell, Individually or to any Company Partnership or legal entity in which to the best of Lessee's knowledge, Alfred E. Pampell has an interest and if so assigned shall be deemed ipso facto reassigned.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Calvin B. Fields, Jr.
CALVIN B. FIELDS, JR.

Linda A. Fields
LINDA FIELDS

449 806175
SS#

451-82-6240
SS#

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF Harris X

This instrument was acknowledged before me on the 26th day of June, 1998.

by Calvin B. Fields, Jr.



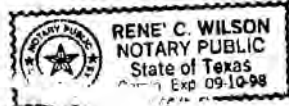
Rene C. Wilson
NOTARY PUBLIC

STATE OF TEXAS X

COUNTY OF Harris X

This instrument was acknowledged before me on the 26th day of June, 1998.

by Linda Fields.



Rene C. Wilson
NOTARY PUBLIC

VOL 275 PAGE 417

25 of 41
4822

FILED FOR RECORD
17th day of Aug 1998
at 11:02 o'clock A.M.
DARLENE HAYEK
CLERK, COUNTY COURT, COLORADO CO., TEX.
By Diane Kollmann
Deputy
DIANE KOLLMANN

17.00

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me, and was duly
RECORDED in the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

AUG 20 1998



Darlene Hayek
DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

(L.S.)

Notary Public in and for Colorado Co. Texas.

7-**ENDORSEMENT: FILED FOR RECORD This 19th day of March A. D. 1924, at 4 o'clock P. M.**

John Hastedt, County Clerk.

I do hereby certify that the above and foregoing is a true and correct copy of the original Deed, with \$1.00 Documentary Revenue Stamp, J. D. P. 3/ 19/ 24, as filed for record in my office, on this the 19th day of March, A. D. 1924, at 4 o'clock P. M.

Recorded on this the 22nd day of March A. D. 1924, at 3 o'clock P. M.

John Hastedt

County Clerk Colorado County, Texas.

By Q. A. Jones, Deputy.

The State of Texas,))

COUNTY OF Fort Bend.)) Know All Men By These Presents:

That We, J. W. Slavin and M. M. Craven of the County of Fort Bend State of Texas, for and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND SEVENTY (\$1470.00) DOLLARS to us paid, by A. J. Harbers as follows: All cash have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said A. J. Harbers of the County of Colorado State of Texas, all that certain All of the following described real estate, lying and being situated in the county of Colorado, State of Texas, to-wit: FIRST TRACT: A part of the P. K. Splain Survey, and having the following metes and bounds, to-wit: beginning at the Northwest corner of an 75-1/2 acres tract surveyed for Larus Towel, a hickory marked C bears North 32-1/2 degrees West 2-1/2 Vrs. thence South 89-1/2 degrees East 1588 Vrs. to corner a Black Jack marked T bears South 32 degrees, West 2-1/4 Vrs. Thence North 256 Vrs. to corner, a Black Jack marked Y bears South 89 degrees, West 8 Vrs. Thence North 89 degrees, 20 Minutes west 1588 Vrs. to corner, a post oak marked H bears North 59 degrees West 7 Vrs. thence South 267 Vrs. to the place of beginning.

Second Tract: Also a part of said P. H. Splain Survey, being Lot No. 4 of the Subdi-
vision of said Survey, and having the following metes and bound to-wit: beginning at the North-
west corner of Lot No. 3 of said Subdivision, a Post Oak marked M bears North 63 degrees West
7 Vrs. Thence South 89 degrees 20 minutes East 1588 Vrs, to a corner, a Black Jack marked Y
bears South 89 degrees West 8 vrs. Thence North 256 Vrs. to corner a Live Oak J bears North
80 degrees West 4-1/2 Vrs. Thence North 89 degrees 10 minutes West 1588 Vrs. to corner, a Black
Jack marked X bears North 45 degrees West 2 Vrs. Thence South 267 Vrs. to the place of beginn-
ing and containing Seventy-three and one half acres of land. Said two tracts together contain-
ing 147 cares of land.

Said two tracts of land being the same land described in deed from H. R. Hilderbrand to L. C. Brown and wife of record in the Deed Records of Colorado County, Texas. in Volume 39 Page 524 to which deed and its records refer in aid and as a part hereof for further description of said land.

It is hereby especially agreed and understood that a One-Half (1/2) interest in all oil and other Mineral is hereby reserved to the said J. W. Slavin and M. M. Craven, the grantors herein.

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 A. J. Harbers and his heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said

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

WITNESS our hand at Richmond, Texas, this 9th day of February A. D. 1924.

(\$1.50 Stamps)

J. W. Slavin

M. M. Craven

The State of Texas,))

COUNTY OF Fort Bend.)) BEFORE ME, a Notary Public in and for Fort Bend County, Texas, on this day personally appeared J. W. Slavin and M. M. Craven known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of February A. D. 1924.

P. M. O Ferrel

(L.S.)

Notary Public in and for Fort Bend County, Texas.

ENDORSEMENT: FILED FOR RECORD This 20th day of March A. D. 1924, at 1.20 o'clock P. M.

John Hastedt

County Clerk.

I do hereby certify that the above and foregoing is a true and correct copy of the original Deed, with \$1.50, Documentary Revenue Stamps, M. M. C. 2/ 9/ 24, as filed for record in my office, on this the 20th day of March, A. D. 1924, at 1.20 o'clock P. M.

Recorded on this the 22nd day of March, A. D. 1924, at 5 o'clock P. M.

John Hastedt

County Clerk Colorado County, Texas.

By *J. O. Moore*, Deputy.

THE STATE OF TEXAS,))

COUNTY OF COLORADO.)) KNOW ALL MEN BY THESE PRESENTS:

That I, A. J. Harbers, a single man of Colorado County, Texas, for and in consideration of the sum of Two Thousand, Two Hundred and Five (\$2,205.00) Dollars to me cash in hand paid by Herman Chollett, the receipt of which amount is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Herman Chollett of Colorado County, Texas, the following described tracts of land, situated in Colorado County, Texas, to-wit: All of the following described real estate situated in said county, to-wit:

FIRST TRACT: A part of the P. R. Splane Survey and described by metes and bounds as follows: Beginning at the Northwest corner of an 73-1/2 acre tract surveyed for Laura Towel, a hickory marked C bears North 32 1/2 deg. West 2 1/2 vrs. Thence South 89 1/2 deg. East 1588 vrs. to corner a Black Jack marked T bears South 32 deg. West 2-1/4 vrs. Thence North 256 vrs. to corner, a black jack marked Y bears South 89 deg. West 8 vrs. Thence North 89 deg. 20 min. West 1588 vrs. to corner, a post oak marked H bears North 59 deg. West 7 vrs. Thence South 267 vrs. to the place of beginning.

SECOND TRACT: Also a part of said P. R. Splane Survey, being Lot No. 4 of the subdivision of said survey, and described by metes and bounds as follows: Beginning at the Northwest corner of Lot No. 3, of said subdivision, a Post Oak marked H bears North 63 deg. West 7 vrs. Thence South 89 deg. 20 min. East 1588 vrs. to a corner, a black jack marked Y bears South 89 deg. West 8 vrs. Thence North 256 vrs. to corner, a Live Oak marked J bears North 80 deg. West 4-1/2 vrs. Thence North 89 deg. 10 Min. West 1588 vrs. to corner, a Black Jack marked X bears North 45 deg. West 2 vrs. Thence South 267 vrs. to the place of beginning, containing 73-1/2 acres of land, said two tracts together containing 147 acres of land, more

That Mrs. Emma Papenberg and husband, W. C. Papenberg; hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten dollars and other valuable considerations Dollars, cash in hand paid by H. W. Gordon, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign, set over and deliver unto the said grantee an undivided One-fourth interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Colorado, State of Texas, to-wit:

36549

HARRY P. KAINER ET AL
TO
HARRY P. KAINER ET UX

DEED

FILED FOR RECORD
1950
JAN 12 1950
CLERK OF DISTRICT COURT
COLORADO COUNTY, TEXAS

VOL 148 PAGE 408

Miller & Ruffin
ATTORNEYS AT LAW
COLUMBIA, MISSOURI

RECORDED the 12 day of April A.D. 1950 at 5:20 o'clock A.M.
E. L. LITZMANN, County Clerk By C. E. Fountain Deputy.

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

That I, H. R. Cullen, of the County of Harris, State of Texas, (the hereinafter described property being no part or portion of my homestead and is not claimed as such), hereinafter called Grantor, for and in consideration of the sum of Four Hundred Sixty Three and 50/100 Dollars (\$463.50) cash to me in hand paid by Gus C. Yelderman, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Gus C. Yelderman, hereinafter called Grantee, of the County of Fort Bend, State of Texas, subject to the reservations hereinafter stipulated, all that certain tract or parcel of land situated in the County of Colorado, State of Texas, being a part of the W. R. Hunt Survey, and being a part of the land conveyed to H. R. Cullen by Mary (Martinek) Ermis, a feme sole, et al, by Deed dated December 6, 1944, recorded in Volume 123, Pages 480-483 of the Deed Records of Colorado County, Texas, to which refer, and more particularly described as follows:

BEGIN at a concrete market set for corner of Martinek tract on Gin Branch-Martinek most Easterly corner;
THENCE, N. 22 deg. E. 223 varas to concrete marker on South side of Old Stage Road;
THENCE, with South line said Road N. 68 deg. W. 120 varas - N. 74 deg. 30 Min. W. 100 varas to intersect present Shaws Bend Road to Highway #71;
THENCE, with East side Shaws Bend Road, S. 51 deg. W. 460 varas - S. 30 deg. W. 398 varas to Martinek line at intersection of said line and Road;
THENCE, N. 62 deg. E. 782 varas to beginning, containing 30.9 acres of land, and lying on the Easterly side of the road to Highway #71 and South of the Old Stage Road.

It is further stipulated and hereby expressly agreed and understood, that out of the grant hereby made, there is excepted and reserved to the Grantor herein, his heirs or assigns, all of the oil, gas and other petroleum products in and under the

said land and premises herein described and conveyed, together with the right of ingress and egress upon said land or any part thereof for the sole and only purpose of exploring, mining, and operating for oil, gas or other petroleum products, and of laying pipe lines and building tanks, power stations and structures thereon to mine, produce, save and take care of said petroleum products, and to take all usual, necessary and convenient means for working, preparing, getting and removing said oil, gas and other petroleum products from under and away from said land and premises. It is expressly agreed and understood, however, that nothing herein contained shall be construed to release any lessee, or any contractor, or the Grantor herein in the status of owner of the oil, gas and other petroleum products in and under said land, his heirs or assigns, in the development of said land and premises or any part thereof for oil, gas or other petroleum products, from the payment of the usual and customary damages, if any, to said land and premises, the crops thereon including pasture grass, and fences, and no well shall be drilled within 200 feet of any residence or barn thereon without the consent of the surface owner; and at the request of the surface owner all pipe line shall be buried below plow depth.

Grantee, by the acceptance of this Deed, assumes and agrees to pay all taxes for the year 1950 and thereafter, Grantor guaranteeing the payment of all taxes prior thereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the reservations as hereinbefore set forth, unto the said Gus C. Yelderman, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular

Vol 148 PAGE 410

the said premises, subject only to the reservations above set forth, unto the said Gus C. Yelderman, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY HAND at Houston, Texas, on this the 3rd day of April, A. D. 1950.

21
30



H. R. Cullen
H. R. Cullen.

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared H. R. Cullen 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 3rd day of April, A. D. 1950.



Theresa A. Koppel
Notary Public in and for
Harris County, Texas.

Theresa A. Koppel

FILED FOR RECORD
at 10:50
April 10, 1950
J. L. [unclear]
CLERK COUNTY COURT, HOUSTON CO. TEX.
By _____
F ay

H. R. CULLEN
TO
GUS C. YELDERMAN

WARRANTY DEED

36552

THE STATE OF TEXAS,
COUNTY OF COLORADO.

Vol 157 Page 143
KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Otto Thumann and wife, Frieda Thumann, of Colorado County, Texas, for and in consideration of the sum of TWENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 (\$23,500.00) DOLLARS, to us paid and secured to be paid by Robert F. Potter, as follows:

- (a). The sum of \$8500.00 in cash, the receipt of which is hereby acknowledged;
- (b). The sum of \$15,000.00 evidenced by 15 promissory notes, each in the principal sum of \$1,000.00, each of even date herewith, bearing interest at the rate of 5% per annum from May 17, 1951, until paid, bearing consecutive numbers 1 through 15, payable serially in accordance with their respective numbers on or before one through fifteen years from date, interest payable annually; each note contains the usual acceleration of maturity and 10% attorneys fee clauses;

have, except as below stated, GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Robert F. Potter of Colorado County, Texas, the following described tracts or parcels of land, to-wit:

FIRST TRACT: A part of the Payton R. Splane League in Colorado County, Texas, and more particularly described as follows: BEGINNING at the Northwest corner of a tract now or formerly owned by Frank Kuhn, said point being in the West boundary line of said Splane League, and being the Southwest corner of this tract; THENCE East with said Kuhn North line to Rocky Creek; THENCE up said Creek to the Southeast corner of the hereinafter described Second Tract (being the tract designated Survey No. 7 in Deed recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas); THENCE West to a point in the East boundary line of the Wm. R. Hunt League in said County, the same being the West boundary line of said P. R. Splane League; THENCE South, along the boundary line between said Hunt and Splane Leagues to the place of beginning, containing 100 acres of land, more or less, and being the same land described as Survey No. 8 in deed from Paul Balzer, et al to Otto Thumann, et ux, dated April 10, 1948, recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

SECOND TRACT: A part of the P. R. Splane League in Colorado County, Texas, and more particularly described as follows: BEGINNING at a point in the West line of said Splane League from which a post oak marked X, bears W. 5 1/2 vrs., a Do. S. 72 W. 6 vrs., said point being the Northwest corner of the above described FIRST TRACT, for the Southwest corner of this tract; THENCE North 89 1/2 deg. East 1453 vrs., along the North line of the above described FIRST TRACT, to Rocky Creek, a black jack marked F. bears W. 20 vrs.; THENCE North 49 vrs. to a point for corner; THENCE East 135 vrs. to corner from which a liveoak marked O bears N. 46 deg.

E. 12 vrs., a liveoak marked U.S. 86½ deg. W. 4½ vrs.; THENCE North 21½ vrs. to corner, a black jack marked B.S. bears 78 deg. West 2½ vrs.; THENCE West 1588 vrs. to corner, a post oak marked T.N. 36½ E. 7 vrs.; THENCE South 272 vrs. to the place of beginning, containing 73½ acres of land, more or less, and being the same land described as Survey No. 7 in deed from Paul Balzer, et al to Otto Thumann, et ux, dated April 10, 1948, recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

THIRD TRACT: A part of the Wm. R. Hunt League in Colorado County, Texas, more particularly described as follows: BEGINNING at the Southwest corner of a 66½ acre survey made for Laura R. Towell, now or formerly belonging to August Ahlgrim, from which a small post oak marked S. bears N. 82 deg. W. 3½ vrs. and another marked B. bears N. 26 deg. W. 7 vrs.; THENCE South 31 deg. East 242 vrs. to a corner in the North line of Frank Kuhn's 116 acre tract, same being the Southeast corner of the old A. J. Shaw nine acre tract, from which an oak marked K. bears S. 79 deg. W. 5½ vrs.; THENCE North 79 deg. East 71 vrs. to Kuhn's corner, from which an oak marked Y bears N. 17 deg. W. 7.6 vrs.; THENCE North 53 deg. East 1920 vrs. with Kuhn's North or Northwest line to a pile of rock in the West line of the P. R. Splane League, from which a black jack marked N. bears N. _____ vrs. and another marked Y. bears _____ vrs.; THENCE North along the Hunt and Splane League division line, 130 vrs. to said August Ahlgrim's S. E. corner from which an old oak marked T. bears S. 74½ deg. W. 5 vrs. and a black jack marked K. bears N. 39 deg. E. 5 vrs.; THENCE South 58 deg. West with said August Ahlgrim's South line to the place of beginning, containing 66½ acres of land, more or less, and being the same land described as Survey No. 2 in deed from Paul Balzer, et al to Otto Thumann, et ux, dated April 10, 1948, recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

FOURTH TRACT: A part of the Wm. R. Hunt League in Colorado County, Texas, more particularly described as follows: BEGINNING at the Southeast corner of the Freeman Pettus Labor, in said County, a rock from which a liveoak marked S. bears N. 41 deg. E. 8½ vrs., for the Southeast corner of this tract; THENCE North 79 deg. East 879 vrs. to the S. W. corner of A. J. Shaw's home tract, from which a black jack marked J.S. bears N. 63 deg. E. 19 vrs.; THENCE North 31 deg. West 280 vrs. to a rock, same being the S. E. corner of a tract now or formerly belonging to August Ahlgrim; THENCE South 73 deg. West 754 vrs. to a rock in the East line of said Pettus Labor, and the West line of said Hunt League; THENCE SOUTH along the division line between said Pettus Labor and Hunt League, 167½ vrs. to the place of beginning, containing 30½ acres of land, more or less, subject however to the right-of-way reserved to A. J. Shaw, his heirs and assigns, fully described in deed of record in Book Z, Pages 637-638 of the Deed Records of Colorado County, Texas. Said tract is the same land described as Survey No. 3 in the deed from Paul Balzer, et al to Otto Thumann, et ux, dated April 10, 1948, recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

FIFTH TRACT: A part of the Wm. R. Hunt League in Colorado County, Texas, more particularly described as follows: BEGINNING at the Northeast corner of the old A. J. Shaw nine acre home place tract, a rock from which a post oak marked B. bears S. 24½ deg. W. 13 vrs., same being in the Southwest line

of the above described THIRD TRACT; THENCE South 79 deg. West 300 vrs. to the East line of the above described FOURTH TRACT, and being also the Northwest corner of said Shaw nine acre tract, from which a liveoak marked I. bears S. 75 deg. W. 10 vrs.; THENCE North 31 deg. West 176 vrs. to a rock from which a black jack marked I. bears N. 24 deg. 6 vrs.; THENCE North 79 deg. East 300 vrs. to a post-oak marked I., from which a post-oak marked W. bears E. 5 vrs.; THENCE South 31 deg. East 176 vrs. to the place of beginning, containing 8.8 acres of land, more or less, and being the same land described as Survey No. 4 in Deed from Paul Balzer, et al to Otto Thumann, et ux, dated April 10, 1948, recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

SIXTH TRACT: A part of the Wm. R. Hunt League in Colorado County, Texas, and more particularly described as follows: BEGINNING at the Northeast corner of the above described FIFTH TRACT, for the Northwest corner of this tract; THENCE North 79 deg. East 535.75 feet to the public road; THENCE South 148.75 feet with the meanders of said road to the North, or Northwest, line of the above described THIRD TRACT; THENCE South 58 deg. West 497.25 feet along said North, or Northwest, line of said THIRD TRACT, to a point in the East line of the above described FIFTH TRACT; THENCE North 31 deg. West 347.22 feet with said East line of said FIFTH TRACT to the place of beginning, containing 3.17 acres of land, more or less, and being the same land described as Survey No. 5 in deed from Paul Balzer, et al to Otto Thumann, et ux, dated April 10, 1948, recorded in Book 136, Pages 454-461 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

ALSO, a right-of-way beginning at the Northwest corner of the above described FOURTH TRACT and running North between August Ahlgrim's 41.8 acre bottom tract and his upper black land tract, 5 feet from each tract, being 10 feet wide, and 10 feet wide along the East line of Carey Shaw and August Schobel's 41.8 acre bottom field tract to the Southeast corner of that certain 41.8 acre tract described as Survey No. 6 in the aforesaid deed of record in Volume 136, Pages 454-461 of the Deed Records of Colorado County, Texas, which said tract is designated Survey No. 6 and is the same land described as TRACT NO. 2 in deed of even date herewith from the grantors hereof to Paul A. Poenitzsch, and is more fully described in deed dated October 20, 1881, from D. J. Shaw, et al to Julia L. Brooks, recorded in Book X, Pages 284-285 of the Deed Records of Colorado County, Texas, to which reference is here made for all purposes.

LESS AND EXCEPT 4.63 acres of land out of the Wm. R. Hunt League in said County described in deed of record in Volume 27, Pages 79-81 of the Deed Records of Colorado County, Texas, which said land is described as follows: Being a part of said Wm. R. Hunt League and a part of two tracts deeded to Julia L. Brooks, one described in deed of record in Book S, Pages 282-283 of said Deed Records, and the other a 3.17 acre tract described in Volume 3, Pages 399-400 of said Deed Records. Said 4.63 acres is described as follows: BEGINNING at a stone in the Columbus and Ehlinger Public Road from which a post-oak marked I. bears West 4 varas; THENCE South 79 deg. 50 min. W. 490 vrs. to a mulberry tree at the corner of fence; THENCE South 31 deg. East 83 vrs. along said fence to a stone; THENCE North 73 deg. East 481 vrs. to a stone on the West side of public road; THENCE North 31

deg. West along said public road 30 yrs. to the place of beginning.

There is reserved from this conveyance for the benefit of the grantors, their heirs and assigns, for a period of fifty (50) years from the date hereof and as long thereafter as oil, gas and other minerals, or either of them, are produced or mined from the lands described herein, in paying or commercial quantities, 1/16th of all of the oil, gas and other minerals in and under and which may be produced from the lands herein conveyed, as royalty, free of costs of production to the grantors, same being equivalent to 1/2 of the usual 1/8th royalty reserved under oil and gas mining leases. This reservation shall be and is considered by the grantors as a non-participating royalty reservation in that the grantors shall not be entitled to receive any part of the bonus paid for any lease that may in the future be executed on said lands, or part thereof, nor any of the delay rentals payable under any lease now on (if any) or which may be placed on said lands and in that it shall not be necessary for the grantors, their heirs or assigns to join in the execution of any lease or leases which may in the future be placed on said lands, or part thereof, and grantee, his heirs and assigns, are hereby given the exclusive right and power to execute oil, gas and mineral leases containing standard provisions including the right to pool this with other land when such pooling is necessary under government regulations to properly develop the property. If at the expiration of fifty (50) years from the date hereof or at any time thereafter oil, gas and other minerals, or either of them, are not being produced or mined from said lands, or any portion thereof, in paying or commercial quantities, then this reservation shall be and become null and void and of no further effect and all rights hereunder shall pass to the grantee, his heirs and assigns.

TO HAVE AND TO HOLD, subject to the above exception and reservation, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Robert F. Potter, his heirs 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 Robert F. Potter, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Vol 157, Page 147

Grantors reserve the right to remove the bathroom fixtures, hot water heater and butane system, except underground pipe, together with all appliances connected to said butane system from the house on said premises occupied by them as a home, and said items are not covered by this deed.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

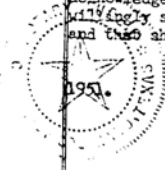
WITNESS our hands this 26th day of April, 1951.

Otto Thumann
Otto Thumann

Frieda Thumann
Frieda Thumann

THE STATE OF TEXAS,
COUNTY OF COLORADO.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Otto Thumann and Frieda Thumann, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Frieda Thumann, wife of the said Otto Thumann having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Frieda Thumann acknowledged such instrument to be her act and deed, and she 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 26th day of April, 1951.

Otto Moore Jr. (Otto Moore Jr.)

Notary Public, Colorado County, Texas.

40594	OTTO THUMANN, ET UX TO ROBERT P. POTTER	WARRANT DEED WITH ROYALTY RESERVATION	FILED FOR RECORD 26th day of April, 1951 at 3:50 PM CLERK COUNTY COURT, COLORADO CO. TEX. By <u>Ellye J. Potter</u> Deputy	1951 MAY 2. Potter LAWYERS MASSEY, MOORE, MOORE & GATES COLUMBUS, TEXAS 115-116 116
-------	---	--	---	--

THE STATE OF TEXAS
COUNTY OF COLORADO

Vol 172 291
: KNOW ALL MEN BY THESE PRESENTS:
:

That I, H. R. Cullen, of the County of Harris, State of Texas, (the hereinafter described property being no part or portion of my homestead and is not claimed as such), hereinafter called Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash to me in hand paid by Gus C. Yelderman, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Gus C. Yelderman, hereinafter called Grantee, of the County of Fort Bend, State of Texas, subject to the reservations hereinafter stipulated, all of that certain tract or parcel of land situated in the County of Colorado, State of Texas, being 1.4 acres of land out of the W. R. Hunt Survey, and being a part of the land conveyed to H. R. Cullen by Mary (Martinek) Ermis, a feme sole, et al, by Deed dated December 6, 1944, recorded in Volume 123, Pages 480-483 of the Deed Records of Colorado County, Texas, to which refer, and more particularly described as follows:

Beginning at a stake in the H. R. Cullen east line, same being the west line of the old Shaw's Bend Road, which stake is located 1130 feet north, following Cullen's east line and the west line of the old Shaw's Bend Road, from Cullen's S. E. corner;

THENCE, along Cullen's east line, same being the west line of the old Shaw's Bend Road, N. 44 deg. E. 500 feet to corner;

THENCE, continuing along Cullen's east line and the West line of the old Shaw's Bend Road, N. 31 deg. E. 500 feet to a stake in east line of new Shaw's Bend Road;

THENCE, in a southwesterly direction, following a 3 deg. 20' curve to the left, along the east line of the new Shaw's Bend Road, 1,000 feet to the place of beginning; containing 1.4 acres of land, and being that tract of land cut off from the east side of the H. R. Cullen tract by the new Shaw's Bend Road.

It is further stipulated and hereby expressly agreed and understood, that out of the grant hereby made, there is excepted and reserved to the Grantor herein, his heirs or assigns, all of the oil, gas and other petroleum products in and under the said land and premises herein described and conveyed, together with the right of ingress and egress upon said land or any part thereof for the sole and only purpose of exploring, mining, and operating for oil, gas or other petroleum products, and of laying pipe lines and building tanks, power stations and structures thereon to mine, produce, save and take care of said petroleum products, and to take all usual, necessary and convenient means for working, preparing, getting and removing said oil, gas and other petroleum products from under and away from said land and premises. It is expressly agreed and understood, however, that nothing herein contained shall be construed to release any lessee, or any contractor, or the Grantor herein in the status of owner of the oil, gas and other petroleum products in and under said land, his heirs or assigns, in the development of said land and premises or any part thereof for oil, gas or other petroleum products, from the payment of the usual and customary damages, if any, to said land and premises, the crops thereon including pasture grass, and fences, and no well shall be drilled within 200 feet of any residence or barn thereon without the consent of the surface owner; and at the request of the surface owner all pipe line shall be buried below plow depth.

Grantee, by the acceptance of this Deed, assumes and agrees to pay all taxes for the year 1954 and thereafter, Grantor guaranteeing the payment of all taxes prior thereto.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the reservations as hereinabove set forth, unto the said Gus C. Yelderman, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, all and singular the said premises, subject only to the reservations above set forth, unto the said Gus C. Yelderman, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

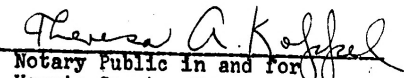
WITNESS MY HAND at Houston, Texas, on this the 18 day of June, A. D. 1953.


H. R. CULLEN.

THE STATE OF TEXAS :
COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared H. R. Cullen 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 18 day of June, A. D. 1953.


Notary Public in and for
Harris County, Texas.

Theresa A. Koppel

FILED FOR RECORD
11 day of July 19 53
at 1:00 o'clock P. M.
GUS C. YELDERMAN
CLERK COUNTY COURT, HARRIS CO., TEX.
By  Deputy

D E E D

GUS C. YELDERMAN

TO

H. R. CULLEN

19358

RECORDED the 15 day of July A. D. 1953 at 1:30 o'clock P. M.
By  Deputy

G. C. YELDERMAN ET UX

TO

LEON SCHINDLER

THE STATE OF TEXAS,

COUNTY OF COLORADO,

VOL 185 PAGE 217
GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That we, G. C. Yelderman and wife, Mildred C. Yelderman, of the County of Fort Bend, State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to us in hand paid by Leon Schindler, and wife, Jessie Lee Schindler, the receipt of which is hereby acknowledged and confessed, and the further consideration of the assumption by the said Leon Schindler and wife, Jessie Lee Schindler, of payment of the balances owing by the said G. C. Yelderman and wife, Mildred C. Yelderman, upon those certain original indebtednesses and obligations evidenced by promissory Deed of Trust notes, each dated the 27th day of November, 1945, made, executed and delivered by the said G. C. Yelderman and wife, Mildred C. Yelderman as follows, to-wit: (1) One promissory Deed of Trust Note, in the original principal amount of Eleven Thousand Seven Hundred (\$11,700.00) Dollars payable to the order of The Federal Land Bank of Houston at its office in Houston, Harris County, Texas, payable in semi-annual installments on an amortization plan, the last installment being due and payable on the first day of March, 1960, and providing for an option to accelerate the maturity thereof upon failure to pay any installment when due and containing other provisions including 10% attorneys fees and interest at the rate of 6% on matured items, said note being secured in its payment by a Deed of Trust of even date therewith unto Sterling C. Evans, Trustee, upon and against the property and premises hereinafter described as FIRST TRACT, reference being here made to said Note and said Deed of Trust as the same appears of record in Volume 31, page 193, et seq., of the Mortgage Records

of Colorado County, Texas, for all purposes in aid hereof, and the balance owing upon said obligation as of the 1st day of May, A. D. 1955, assumed by the said Leon Schindler and wife, Jessie Lee Schindler,----- as part of the consideration for this conveyance, being the sum of Two Thousand Fifty-six and 03/100 (\$2056.03) Dollars, principal and interest; (2) One promissory Deed of Trust Note, in the original principal amount of One Thousand Eight Hundred (\$1800.00) Dollars payable to the order of the Land Bank Commissioner, acting on behalf of the Federal Farm Mortgage Corporation in Houston, Harris County, Texas, payable in semi-annual installments on an amortization plan, the last installment being due and payable on the first day of March, 1960, and providing for an option to accelerate the maturity thereof upon failure to pay any installment when due and containing other provisions including 10% attorneys fees, said note being secured in its payment by a Deed of Trust of even date therewith unto Sterling C. Evans, Trustee, upon and against the property and premises hereinafter described as FIRST TRACT, reference being here made to said Note and Deed of Trust as the same appears of record in Volume 31, page 200 et seq., of the Mortgage Records of Colorado County, Texas, for all purposes in aid hereof, and the balance owing upon said obligation as of the 1st day of May, A. D. 1955, assumed by the said Leon Schindler and wife, Jessie Lee Schindler/as part of the consideration for this conveyance, being the sum of Two Hundred Ninety-five and 87/100 (\$295.87) Dollars, principal and interest, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY, subject to the indebtednesses and the liens securing payment thereof upon and against FIRST TRACT hereinafter described, and subject to the exceptions and reservations hereinafter set forth, and subject to the easements hereinafter set forth, unto the said Leon Schindler and wife, Jessie Lee Schindler of the County of Harris, State of Texas, all those certain lots, tracts or parcels of land

lying and being situated in the County of Colorado, State of Texas, more particularly described as follows, to-wit:

VOL 185 PAGE 219

FIRST TRACT: All that certain tract or parcel of land lying and being situated in the W. R. Hunt and P. R. Splane Surveys in Colorado County, Texas, more particularly described as follows, to-wit:

729 acres of land situated in the Wm. R. Hunt and P. R. Splane Surveys and described by metes and bounds as follows:

BEGINNING at a point on Gin Branch from which a post oak marked L bears North 62 degrees East 10 varas a stump North 41 degrees East 4 varas; said point of beginning being the South corner of the 315 acres tract described in deed from P. Hahn, Administrator of the Jos. Burtschell Estate to Herman Chollett dated May 2, 1893, and appearing of record in Volume 9, page 350 of Colorado County Deed Records; said 315 acres tract also being shown by a plat of same attached to the application for sale in said Burtschell Estate recorded in Minute Book J, pages 319-320 of the Probate Minutes of said Colorado County, Texas, and said plat of said 315 acres being surveyed by D. W. Jackson, County Surveyor of Colorado County, Texas, on September 14, 1892;

THENCE North 60 degrees 40 minutes East following the South fence line of said 315 acres tract as fenced on the ground by Herman Chollett in the year 1893, (said fence line being now the South line of the Chollett 315 acres tract, and being in the North line of lands belonging to Paul Poenisch), a distance of 1520 varas to corner and P. O. marked T. said corner being the Southeast corner of the Chollett 315 acres tract; and being in the West line of the 95 acres tract sold by Eugene Burger et al to Herman Chollett by deed dated December 13, 1900 and recorded in Volume 22, page 153 of Colorado County Deed Records;

THENCE South with the West fence line of said 95 acres tract and continuing south with fence line (being the west line of the 73-1/2 acres tract described in deed from C. D. Shaw et al to Herman Chollett dated March 17, 1906 and recorded in Volume 31, page 604 of Colorado County Deed Records) and continuing south with said fence line along the west line of the 147 acres tract (described in deed from A. J. Harbers to Herman Chollett dated February 25, 1924, and recorded in Volume 74, page 495 of Colorado County Deed Records) for a total distance of approximately 951 varas to the Southwest corner of said 147 acres tract;

THENCE South 89-1/2 degrees East following the South fence line of said 147 acres tract said fence line being the North line of a tract of 73-1/2 acres belonging to Paul Poenisch, for a distance of 1588 varas to corner fence post, the Southeast corner of said 147 acres tract and of the lands herein described, said point being in the west line of lands belonging to Henry Reising;

THENCE North with fence line (said fence line being the East line of said 147 acre tract) a distance of 512 varas to the Northeast corner of said 147 acres tract (said corner being the Northeast corner of Lot No. 4 of the subdivision of the P. R. Splane Survey) and continuing for an approximate total distance with said fence line (same being the West fence line of the Reising land) of 602 varas to the south side of the new paved highway No. 71 running from Columbus to La Grange;

THENCE Northwesterly with the Southerly side of said Highway No. 71 an approximate distance of 700 feet to the Northeast corner of a three acre tract sold by Herman Chollett to Wm. Staibaum, said three acre tract being fenced and fronting on said Highway No. 71;

THENCE South 44 degrees West (with East fence line of Staibaum 3 acre tract as fenced on the ground) a distance of 250 feet to the South corner of the Staibaum 3 acre tract;

THENCE North 40 degrees 30 minutes West 520.7 feet with fence line to Staibaum 3 acres as fenced on the ground, to the West corner thereof;

THENCE North 44 degrees East with the West fence line of the Staibaum 3 acre tract, a distance of 250 feet to the Southerly side of said Highway No. 71;

THENCE North 47 degrees 05 minutes West with the Southerly line of said Highway No. 71, an approximate distance of 3071 feet to a point in the North line of the 210 acres tract conveyed by Eugene Burger et al to Herman Chollett as above indicated, said point being the South corner of the 88.80 acres tract described in deed from L. O. Simank to Herman Chollett dated February 3, 1932, and recorded in Volume 89, page 019 of Colorado County Deed Records, to which refer in aid hereof;

THENCE North 40 degrees 50 minutes West along the South right-of-way line of said Highway No. 71 a distance of 3927 feet to a point for the North corner of the 729 acres tract herein described, said point being in the East line of the Koehl, Schell and Peters tract;

THENCE along the property line between Chollett (formerly L. O. Simank) and Koehl, Schell and Peters tract South 23 degrees 30 minutes West 1757 feet to the Southwest corner of the L. O. Simank 580 acre tract;

THENCE South 80 degrees 45 minutes East 231 feet, South 67 degrees 25 minutes East 321 feet, with South line of Simank 580 acres tract to the Northeast corner of an 18 acre tract belonging to said corner being the North corner of the Herman Chollett 315 acres tract referred to above;

THENCE South 22 degrees West (with West fence line of Chollett 315 acre tract) a distance of 216 varas to corner;

THENCE South 61-1/2 degrees West (with West fence line of Chollett 315 acre tract) a distance of 792 varas to corner;

THENCE South 46 degrees West (with West fence line of Chollett, 315 acre tract) a distance of 210 varas to corner;

THENCE South 21 degrees East 70 varas to corner;

THENCE South 14-1/4 degrees West 100 varas to corner on Gin Branch;

THENCE South 5-1/2 degrees East 212 varas to corner;

THENCE South 14-1/4 degrees East 104 varas to corner;

THENCE South 1 degrees East 250 varas to corner;

THENCE South 13 degrees East 294 varas to corner;

THENCE Southeast 144 varas to the place of beginning and containing and describing herein 129 acres of land, more or less, and being the same tract or parcel of land described in a deed of conveyance from Herman Chollett, et ux, to G. C. Yelderman, dated April 19, 1941, now appearing of record in Volume 110, pages 389-392 of the Deed Records of Colorado County, Texas, to which refer for all purposes in aid hereof.

PROVIDED, however, there is excepted from this conveyance an undivided one-half (1/2) interest in and to all oil, gas and other minerals which may be on, in or under the following described lots, tracts or parcels of land which constitutes a part of the 129 acre tract above described, and which tract or parcel of land is more particularly described as follows:

TRACT "A": A part of the P. R. Splain Survey and having the following metes and bounds, to-wit:

BEGINNING at the Northwest corner of a 13-1/2 acre tract surveyed for Larus Towel, a hickory marked C bears North 32 1/2 degrees West 2 1/2 varas;

THENCE South 89 1/2 degrees East 1588 varas to corner a Black Jack marked T bears South 32 degrees West 1 1/4 varas;

THENCE North 250 varas to corner, a Black Jack marked Y bears South 89 degrees West 8 varas;

THENCE North 89 degrees 20 minutes West 1588 varas to corner, a post oak marked H bears North 59 degrees West 7 varas;

THENCE South 267 varas to the place of beginning.

TRACT "B": Also a part of the said P. R. Splain Survey, being Lot No. 4 of the Subdivision of said Survey, and having the following metes and bounds, to-wit:

BEGINNING at the Northwest corner of Lot No. 3 of said Subdivision, a Post Oak marked H bears North 03 degrees West 7 varas;

THENCE South 89 degrees 20 minutes East 1588 varas to a corner, a Black Jack marked Y bears South 89 degrees West 8 varas;

THENCE North 250 varas to a corner a live Oak X bears North 80 degrees West 4 1/2 varas;

THENCE North 89 degrees West 1588 varas to corner, a Black Jack marked X bears North 45 degrees West 2 varas;

THENCE South 207 varas to the place of beginning, containing seventy-three and one-half (73 1/2) acres of land.

Said two tracts together containing 147 acres of land, more or less.

AND PROVIDED FURTHER, it is stipulated and hereby agreed and understood that there is excepted from the grant and conveyance above made of FIRST TRACT and reserved unto the said G. C. Yelderman and wife, Mildred C. Yelderman, their heirs or assigns forever, an undivided one-half (1/2) of all of the oil, gas, sulphur and other minerals of whatsoever type or character, which may be in, on or under said lands or any part thereof, including gravel, except as to that part of FIRST TRACT comprised by TRACT "A" and TRACT "B" above described, and as to such part of FIRST TRACT there is reserved unto the said G. C. Yelderman and wife, Mildred C. Yelderman, their heirs or assigns forever, an undivided one-fourth (1/4) of all of the oil, gas, sulphur and other minerals of whatsoever type or character which may be in, on or under said lands or any part thereof, including gravel, together with the right of ingress and egress upon said lands or any part thereof for the purpose of exploring, mining, and operating for oil, gas and other minerals, and of laying pipe lines and building tanks, power stations and structures thereon to mine, produce, save and take care of said oil, gas and other minerals, and to take all usual, necessary and convenient means for working, preparing, getting and removing said oil, gas or other minerals.

THERE IS FURTHER EXCEPTED and not included within the grant above made of FIRST TRACT, the SURFACE and SURFACE ESTATE in and to 1.04 acres of land, more or less, described in a deed of conveyance from G. C. Yelderman, et ux, to Paul A. Poenitzsch, dated the 3rd day of September, A. D. 1953, now appearing of record in Volume 173, pages 304-305 of the Deed Records of Colorado County, Texas, to which refer for all purposes in aid hereof.

THERE IS FURTHER EXCEPTED and not included within

the grant above made of FIRST TRACT, the SURFACE and SURFACE ESTATE in and to 1.492 acres of land, more or less, described in a deed of conveyance from G. C. Yelderman to H. R. Cullen, dated the 24th day of June, A. D. 1953, and now appearing of record in Volume 172, pages 102-104 of the Deed Records of Colorado County, Texas, to which refer for all purposes in aid hereof.

SECOND TRACT: Being a part of the land conveyed to H. R. Cullen by Mary (Martinek) Ermis, a feme sole, et al, by Deed dated December 8, 1944, recorded in Volume 123, pages 480-483 of the Deed Records of Colorado County, Texas, to which refer, and more particularly described as follows:

BEGIN at a concrete marker set for corner of Martinek tract on Gin Granch-Martinek most easterly corner;

THENCE North 22 degrees East 223 varas to concrete marker on South side of Old Stage Road;

THENCE with South line of said Road North 60 degrees West 120 varas North 74 degrees 30 minutes West 400 varas to intersect present Shaws Bend Road to Highway 771;

THENCE with East side Shaws Bend Road South 11 degrees West 400 varas South 30 degrees West 300 varas to Martinek line at intersection of said line and road;

THENCE North 62 degrees East 182 varas to the beginning, containing 30.9 acres of land and lying on the easterly side of the road to Highway 771, and South of the old Stage Road, and being the same land described in a deed of conveyance from H. R. Cullen to G. C. Yelderman, dated the 3rd day of April, A. D. 1950, and appearing of record in Volume 148, pages 408-410 of the Deed Records of Colorado County, Texas, to which refer in aid hereof for all purposes.

It is stipulated and hereby agreed and understood that there is excepted from SECOND TRACT, the grant above made, all of the oil, gas and other petroleum products in and under said lands and premises described as SECOND TRACT same having been heretofore reserved and retained unto H. R. Cullen, his heirs or assigns in the deed of conveyance above set forth from H. R. Cullen to G. C. Yelderman.

THIRD TRACT: Being a part of the land conveyed to H. R. Cullen by Mary (Martinek) Ermis, a feme sole, et al, by deed dated December 8, 1944, recorded in Volume 123, pages 480-483 of the Deed Records of Colorado County, Texas, to which refer, and more particularly described as follows:

BEGINNING at a stake in the H. R. Cullen East line, same being the West line of the old Shaw's Bend Road, which stake is located 1130 feet north following Cullen's East line and the West line of the old Shaw's Bend Road, from Cullen's Southeast corner;

THENCE along Cullen's East line, same being the West line of the old Shaw's Bend Road, North 44 degrees East 500 feet to corner;

THENCE continuing along Cullen's East line and the West line of the old Shaw's Bend Road, North 31 degrees East 500 feet to a stake in East line of New Shaw's Bend Road;

THENCE in a Southwesterly direction following a 3 degree 20 minute curve to the left, along the East line of the new Shaw's Bend Road, 1000 feet to the place of beginning, containing 1.4 acres of land, more or less, and being the same tract of land cut off from the East side of the H. R. Cullen tract by the new Shaw's Bend Road, and being the same land described in a deed of conveyance from H. R. Cullen to G. C. Yelderman, dated the 18th day of Juen, A.D. 1953, and appearing of record in Volume 172, pages 291-293 of the Deed Records of Colorado County, Texas, to which refer in aid hereof for all purposes.

It is stipulated and hereby agreed and understood that there is excepted from THIRD TRACT, the grant above made, all of the oil, gas and other petroleum products in and under said lands and premises described as THIRD TRACT same having been heretofore reserved and retained unto H. R. Cullen, his heirs or assigns in the deed of conveyance above set forth from H. R. Cullen to G. C. Yelderman.

The grants above made of FIRST TRACT, SECOND TRACT, and THIRD TRACT, are expressly made subject to that certain right-of-way and easement given and granted by G. C. Yelderman and wife, Mildred C. Yelderman, unto Colorado County, Texas, under date of June 24, 1953, now appearing of record in Volume 172, pages 283-285 of the Deed Records of Colorado County, Texas, insofar as such right-of-way and easement may affect the lands conveyed by this deed of conveyance, and reference is made to such instrument as the same appears of record for all purposes in aid hereof. Said grants are further made expressly subject to easements and right of way heretofore given affecting said properties for utility purposes.

TO HAVE AND TO HOLD the above described property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the encumbrances, exceptions, reservations and easements set forth above, unto the said Leon Schindler, ^{and wife, Jessie Lee Schindler,} his heirs 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, subject only to the

encumbrances, exceptions, reservations and easements set forth above, unto the said Leon Schindler and wife, Jessie Lee Schindler, their heirs or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands on this the 30th day of April,

A. D. 1911.

G. C. Veiderman
G. C. Veiderman

Mildred C. Veiderman
Mildred C. Veiderman



Vol 185 PAGE 225

Vol 185 Page 226

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared G. C. Yeiderman and wife, Mildred C. Yeiderman, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Mildred C. Yeiderman, wife of the said G. C. Yeiderman, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred C. Yeiderman, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
30 day of April, A. D. 1955.

Notary Public in and for
Fort Bend County, Texas.

56190

G. C. YEIDERMAN, ET UX

TO

LEON SCHINDLER, ET UX

GENERAL WARRANTY DEED

FILED FOR RECORD

26 May 1955

By *E. C. Schindler*

CLERK COUNTY COURT, COMALCO CO. TEX.

Deputy

*Return to:
Leon Schindler
9600 Katy Road
Houston, Texas*

RECORDED the 28 day of May A.D. 1955 at 8:35 o'clock A.M.
H. L. SCHINDLER, Notary Public for Leon Schindler, Deputy

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. 5-74-10M
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

VOL. 397 PAGE 262

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF COLORADO

} KNOW ALL MEN BY THESE PRESENTS:

That I, Leon Schindler, a single man

of the County of Harris and State of Texas for and in
consideration of the sum of ----TEN and no/100 (\$10.00)-----DOLLARS
and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
Cynthia Ann Schindler Ford and Leon Schindler, Trustees

of the County of Harris and State of Texas, all of
the following described real property in Colorado County, Texas, to-wit:

As described in Exhibit "A" attached hereto.

The Grantor conveys herewith only the royalty and mineral
interests owned by him in these tracts.

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 I do hereby bind my heirs, executors and administrators 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 22nd day of August, A. D. 19 79

Leon Schindler
Leon Schindler

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

VOL 397 PAGE 263

Before me, the undersigned authority, on this day personally appeared Leon Schindler

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 on this the

22nd day of August

A.D. 1979

Notary Public in and for

Harris

County, Texas.

JANET B. BENICH

Notary Public in Harris County, Texas
My Commission Expires December 21, 1980
Bonded by Alexander Lovett, Lawyers Surety Corp.

EXHIBIT "A"

- Tract 1: 729 acres of land, more or less, in the William R. Hunt Survey, A-29, and the Payton R. Splane Survey, A-41, and being the same land as described in that certain Deed dated April 30, 1965 from G. C. Yelderman and wife, Mildred C. Yelderman, to Leon Schindler and wife Jessie Lee Schindler of record in Deed Book 185, Page 217 in Colorado County, Texas.
- Tract 2: 30.9 acres of land, more or less, in the William R. Hunt Survey, A-29, and the Payton R. Splane Survey, A-41, and being the same land as described in that certain Deed dated April 30, 1965 from G. C. Yelderman and wife, Mildred C. Yelderman, to Leon Schindler and wife, Jessie Lee Schindler, of record in Deed Book 185, Page 223 in Colorado County, Texas.
- Tract 3: 1.4 acres of land, more or less, in the William R. Hunt Survey, A-29, and the Payton R. Splane Survey, A-41, and being the same land as described in that certain Deed dated April 30, 1965 from G. C. Yelderman and wife, Mildred C. Yelderman, to Leon Schindler and wife, Jessie Lee Schindler, of record in Deed Book 185, Page 224 in Colorado County, Texas.
- Tract 4: 26 acres of land, more or less, in the Payton R. Splane Survey, A-41, and being the same land as described in that certain Deed dated May 24, 1956 from Harry Reising et al to Leon Schindler of record in Deed Book 192, Page 198 in Colorado County, Texas.
- Tract 5: 149.88 acres of land, more or less, in the Payton R. Splane Survey, A-41, and being the same land as described in that certain Deed Dated June 8, 1956 from Robert F. Potter and wife, Elizabeth Potter to Leon Schindler, of record in Deed Book 192, Page 210 in Colorado County, Texas.

VOL 397 PAGE 264

49202

FILED FOR RECORD

24 day of Aug. 19 79
at 11:00 o'clock A. M.
State of Kentucky
CLERK COUNTY COURT, DISTRICT CO. KY.
By Orville Mayes
Deputy

Cynedi Ford
P.O. Box 19128
Austin, Texas 77024

AJ
7:00

Recorded the 27 day of August
LESTER SCHNEIDER, County Clerk

A.D. 1979 at 10:30 o'clock A. M.
By Annie Louise Franta, Deputy.

WARRANTY DEED WITH VENDOR'S LIEN

DATE: March 22, 1993

GRANTORS: CYNTHIA A. FORD; EMILY J. GRAYBEAL; DEBBIE L. PAPP; and the GUY A. SCHINDLER TRUST not joined herein by their spouses because the property described herein is not their business or residential homestead

GRANTOR'S MAILING ADDRESS:

3501 Westheimer, #260
Harris County,
Houston, Texas 77027

GRANTEES: CALVIN B. FIELDS, JR.

GRANTEES' MAILING ADDRESS:

20015 Britannia
Katy, TX 77450

CONSIDERATION: TEN AND NO/100 (\$10.00) DOLLARS and a Note of even date that is in the principal amount of Four Hundred Forty Five Thousand Nine Hundred Fifty Four and 70/100 (\$445,954.70) DOLLARS and is executed by Grantee, payable to the order of Grantors. The Note is secured by a Vendor's Lien retained in this Deed and by a Deed of Trust of even date from Grantee to John H. Trueheart, Jr. Trustee.

PROPERTY:

See Exhibit "A" attached hereto.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for 1993, the payment of which Grantee assumes. At any time that Grantee has an offer to sell the property he must first offer the property to Debbie L. Papp on the same terms as presented by the Offeror. Said right of first refusal is hereby reserved unto Debbie L. Papp as long as Grantor owns the property. Grantors reserve unto themselves one-half of all mineral interests currently owned by Grantors. Grantors additionally reserve unto themselves and except from this conveyance one-half of all minerals reserved by Otto Thurman for a term of fifty (50) years beginning April 26, 1951.

Grantors have executed this Deed and granted, bargained, sold, set over, assigned, transferred, delivered and conveyed the Property, and Grantee has accepted this Deed and purchased the Property, AS IS, WHERE IS, and without any warranties of whatsoever nature, express or implied, it being the intention of the Grantors and Grantee to expressly negate and exclude warranties, including

without limitation, the implied warranties of merchantability, fitness for any particular purpose, and any other warranties contained or created by the Texas Uniform Commercial Code, except the general warranty of title set forth herein with respect to the Property.

Grantors, for the consideration and subject to the Reservations From And Exceptions To Conveyance and Warranty, GRANTS, SELLS and CONVEYS to Grantees the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors hereby bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From And Exceptions To Conveyance and Warranty.

The Vendor's Lien against and superior title to the property are retained until the Note described is fully paid according to its terms, at which time this Deed shall become absolute.

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

GUY A. SCHINDLER TRUST

By:

Cynthia Ann Schindler Ford Trustee

Cynthia Ann Ford Individually

Emily J. Graybeal

Debbie L. Papp

AGREED AND ACCEPTED:

Calvin B. Fields, Jr.

STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 11th day of March, 1993 by Cynthia Ann Schindler Ford, Trustee on behalf of the Guy A. Schindler Trust.

POOR COPY

AMY SELLERS
Notary Public, State of Texas
My Comm. Expires 6-21-93

[Signature]
Notary Public in and for
The State of Texas

STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 11th day of March, 1993 by Cynthia Ann Schindler Ford, Individually.

AMY SELLERS
Notary Public, State of Texas
My Comm. Expires 6-21-93

[Signature]
Notary Public in and for
The State of Texas

COUNTY OF HARRIS

§

§

§

This instrument was acknowledged before me on the 22 day of March, 1993 by Emily J. Graybeal.

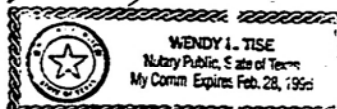
[Signature]
Notary Public in and for
The State of Texas

STATE OF TEXAS

§

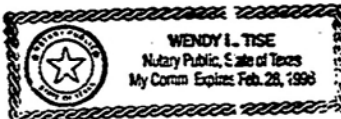
COUNTY OF HARRIS

§



This instrument was acknowledged before me on the 22 day of March, 1993 by Debbie L. Papp.

[Signature]
Notary Public in and for
The State of Texas



Return to:
FIDELITY NATIONAL TITLE AGENCY, INC.
430 Highway 6 South, Suite 114
Houston, Texas 77079

STATE OF TEXAS

Vol 53 p. 397

COUNTY OF COLORADO

FIELD NOTES of a survey of a 932.874 acre tract of land. Being all that certain tract or parcel of land lying and situated in Colorado County, Texas: out of the Chas. Fordham Survey, Abstract No. 24, Wm. Hunt Survey, Abstract No. 29, and the Peyton Splane Survey, Abstract No. 41. Said 932.874 acres being made up from the following tracts: (1) a part or portion of 1st Tract of 729 acres, all of 2nd Tract of 30.90 acres, all of 3rd Tract of 1.40 acres described in a deed from G. C. Yelder, et. ux. to Leon Schindler, et. ux., dated April 30, 1955, recorded in Volume 185, Page 217- of the Deed Records of Colorado County, Texas, (2) All of the certain 1st Tract of 146.50 acres and 2nd Tract of 3.38 acres described in a deed from Robert F. Potter, et. ux. to Leon Schindler, dated June 8, 1956, recorded in Volume 192, Page 210- of the Deed Records of Colorado County, Texas, (3) All that certain 26 acres described in a deed from Harry Reising, et. al. to Leon Schindler, dated May 24, 1956, recorded in Volume 192, Page 198- of the Deed Records of Colorado County, Texas, to which reference is made for all purpose and the said 932.874 acres being described by metes and bounds as follows, TO-WIT:

BEGINNING at a $\frac{1}{2}$ inch iron pin found for the most westerly Southwest corner of said 932.874 acre tract, said iron pin being also West corner of a 7.02 acre tract conveyed to Gilbert Poenitzsch, said iron pin being also in East right of way line of the Shaws-Bend County Road;

THENCE following East right of way line of said Shaws-Bend Road along the following courses and distances: N $00^{\circ} 17' 29''$ W 118.16 feet, N $29^{\circ} 02' 41''$ W 147.52 feet, N $44^{\circ} 15' 45''$ W 258.25 feet, N $39^{\circ} 10' 32''$ W 332.47 feet, N $22^{\circ} 52' 30''$ W 31.06 feet, N $13^{\circ} 20' 46''$ W 376.00 feet, N $09^{\circ} 36' 46''$ W 1059.58 feet, N $01^{\circ} 03' 41''$ W 529.00 feet, N $10^{\circ} 17' 46''$ E 189.71 feet, N $23^{\circ} 36' 11''$ E 361.69 feet, N $28^{\circ} 22' 50''$ E 189.06 feet, N $33^{\circ} 04' 51''$ E 261.71 feet, N $39^{\circ} 38' 21''$ E 955.52 feet, N $36^{\circ} 47' 37''$ E 1690.93 feet, N $25^{\circ} 56' 37''$ E 166.66 feet, N $23^{\circ} 38' 52''$ E 1078.21 feet, N $74^{\circ} 49' 40''$ E 89.55 feet to a concrete right of way marker found in Southwest right of way line of State Highway No. 71;

THENCE S $47^{\circ} 48' 21''$ E a distance of 5939.85 feet with Southwest right of way line of said Highway No. 71 to a $\frac{1}{2}$ inch iron pin set for corner, said iron pin being also North corner of a 2.42 acre tract conveyed to J. Whitfill;

THENCE S $42^{\circ} 18' 40''$ W a distance of 230.90 feet with Northwest boundary line of said 2.42 acre tract to a $\frac{1}{2}$ inch iron pin set for corner;

THENCE S $47^{\circ} 55' 14''$ E a distance of 519.78 feet with Southwest boundary line of said 2.42 acre tract to a $\frac{1}{2}$ inch iron pin set for corner;

THENCE N $42^{\circ} 39'$ E a distance of 230.33 feet with Southeast boundary line of said 2.42 acre tract to a $\frac{1}{2}$ inch iron pin set in Southwest right of way line of said Highway No. 71;

THENCE following Southwest right of way line of said Highway No. 71 along the following courses and distances: S $47^{\circ} 52'$ E 574.92 feet, S $36^{\circ} 32' 46''$ E 101.67 feet, S $47^{\circ} 52' 23''$ E 693.79 feet, S $53^{\circ} 25' 34''$ E 200.90 feet, S $48^{\circ} 38' 43''$ E 96.59 feet to a $\frac{1}{2}$ inch iron pin set for corner, said iron pin being also North corner of a 2.66 acre tract conveyed to R. Noska;

THENCE S $00^{\circ} 58' 34''$ E a distance of 494.96 feet with West boundary line of said 2.66 acre tract to a $\frac{1}{2}$ inch iron pin set for corner;

THENCE N $88^{\circ} 42'$ E a distance of 483.83 feet with South boundary line of said 2.66 acre tract to a concrete marker found in Southwest right of way line of said Highway No. 71;

THENCE S $44^{\circ} 19' 48''$ E a distance of 94.38 feet with Southwest right of way line of said Highway No. 71 to a $\frac{1}{2}$ inch iron pin set for corner, said iron pin being also Northwest corner of a 23.41 acre tract conveyed to Eddie Vasut;

THENCE S $01^{\circ} 34' 33''$ E a distance of 2067.66 feet with West boundary line of said 23.41 acre tract to a $\frac{1}{2}$ inch iron pin set for corner;

THENCE N 88° 07' E a distance of 612.40 feet with South boundary line of said 23.41 acre tract to a 1 inch iron pipe found for corner, said pipe being also Southwest corner of a 22.42 acre tract conveyed to Dannie Wasut;

THENCE following South boundary line of said 22.42 acre tract along the following courses and distances: N 88° 30' E 68.00 feet, N 01° 30' W 100.00 feet, N 88° 30' E 293.00 feet, S 01° 30' E 100.00 feet, N 88° 27' 27" E 1121.34 feet to a concrete marker found in Southwest right of way line of said Highway No. 71;

THENCE S 49° 42' 07" E a distance of 56.50 feet with Southwest right of way line of said Highway No. 71 to a concrete marker found for corner, said marker being also Northeast corner of a 165.072 acre tract conveyed to Maurice Leboury;

THENCE following present fence line, the North boundary line of said 165.072 acre tract along the following courses and distances: S 85° 23' 22" W 49.06 feet, S 88° 23' 03" W 313.43 feet, S 88° 31' 33" W 1104.39 feet, S 88° 07' 03" W 670.00 feet, S 88° 27' W 748.94 feet, S 89° 07' 22" W 152.29 feet, N 74° 32' 44" W 67.63 feet, N 75° 48' 50" W 41.83 feet, S 66° 44' 24" W 29.27 feet, S 18° 19' 05" E 144.78 feet, N 66° 27' 11" E 55.54 feet, S 49° 26' 48" E 30.32 feet, S 38° 58' E 159.09 feet, S 36° 37' 44" E 244.05 feet, S 05° 47' 45" W 156.56 feet, S 10° 28' 45" E 54.10 feet, S 24° 18' 57" W 171.29 feet, S 17° 29' 34" W 139.87 feet, S 03° 36' 48" E 147.13 feet, S 13° 13' 54" W 53.16 feet, N 81° 27' 50" W 50.97 feet, S 45° 31' W 89.41 feet, S 84° 23' W 61.01 feet, S 86° 28' 37" W 106.93 feet, S 87° 49' 29" W 879.03 feet, S 87° 54' W 1299.96 feet, S 88° 04' W 1075.19 feet to a corner post set in concrete; said corner being also Southeast corner of a 27.12 acre tract conveyed to R. F. Potter;

THENCE N 01° 50' 10" W a distance of 1817.96 feet with East boundary line of said 27.12 acre tract to a ½ inch iron pin set for corner, said iron pin being also in South boundary line of a 74.82 acre tract conveyed to Leonard and Allen Poenitzsch;

THENCE following present fence line, the South boundary line of said 74.82 acre tract along the following courses and distances: N 88° 30' 49" E 1825.91 feet, N 88° 37' 16" E 1579.22 feet, S 76° 51' 44" E 12.65 feet, N 69° 18' 18" E 58.28 feet, S 86° 21' 19" E 155.34 feet, N 89° 52' E 178.16 feet to a corner post set in concrete;

THENCE N 00° 21' 24" E a distance of 707.47 feet with East boundary line of said 74.82 acre tract to a corner post set in concrete;

THENCE following present fence line, the North boundary line of said 74.82 acre tract along the following courses and distances: S 89° 12' 47" W 772.12 feet, S 81° 04' 07" W 96.10 feet, N 83° 11' 16" W 94.69 feet, S 89° 08' 46" W 431.15 feet, S 89° 03' 17" W 1217.66 feet, S 88° 44' 22" W 857.74 feet, S 89° 12' W 771.68 feet, N 01° 40' 27" W 312.00 feet, N 74° 12' 28" W 192.15 feet to a $\frac{1}{2}$ inch iron pin found for corner, said iron pin being also East corner of a 23.10 acre tract conveyed to Judy Gaetner;

THENCE N 01° 55' 36" W a distance of 699.02 feet with East boundary line of said 23.10 acre tract to a $\frac{1}{2}$ inch iron pin found for corner, said iron pin being also East corner of a 71.91 acre tract conveyed to Gilbert Poenitzsch;

THENCE following East boundary line of said 71.91 acre tract along the following courses and distances: N 01° 42' W 1139.83 feet, N 42° 58' W 32.10 feet to a corner post set in concrete;

THENCE present fence line, the Northwest boundary line of said 71.91 acre tract along the following courses and distances: S 65° 37' 42" W 265.30 feet, S 56° 58' W 415.76 feet, S 59° 44' 10" W 319.23 feet, S 61° 52' 45" W 567.09 feet, S 59° 16' 09" W 217.57 feet, S 55° 44' W 604.38 feet, S 49° 25' W 243.44 feet, S 51° 33' 39" W 220.75 feet, S 60° 05' 06" W 263.78 feet, S 58° 40' 33" W 260.13 feet to a $\frac{1}{2}$ inch iron pin found for North corner of said 7.02 acre tract conveyed to Gilbert Poenitzsch;

THENCE S 59° 08' 45" W a distance of 664.61 feet with Northwest boundary line of said 7.02 acre tract to place of beginning, containing 932.874 acres of land of which 3.761 acres being in the Chas. Fordham Survey, 475.53 acres in the Wm Hunt Survey, 453.583 acres in the Peyton Splane Survey, as surveyed by Leonard W. Frank, County Surveyor of Colorado County, Texas, and Registered Professional Land Surveyor, Registration No. 1669.

WA

53
MAY 3 1969

PAGE 3
SURVEY OF 932.874 ACRES

VOL 53 PAGE 400

I, Leonard W. Frank, Registered Professional Land Surveyor of Colorado County, Texas, do hereby certify that I did survey on the ground the above described tract of land and to the best of my knowledge and belief the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 18th day of March, 1993.



Leonard W. Frank
LEONARD W. FRANK
COUNTY SURVEYOR OF COLORADO COUNTY, TEXAS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 1669

26201

FILED FOR RECORD
24 day of Mar. 1993
at 2:45 o'clock P.M.
DARLENE HAYEK
CLERK, COUNTY COURT, CO. CLERK, TEX.
By *Ottilia Meyer*
Deputy
OTTILIA MEYER

NE 1/4 Sec 10
FILED IN NATIONAL TITLE AGENCY

Recorded the 30 day of Mar. A.D. 1993 at 10:50 o'clock A.M.
DARLENE HAYEK, County Clerk
By *Ottilia Meyer* Deputy.

Tommy Tubbs
00-10-168

RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS
COUNTY OF Colorado

KNOW ALL MEN BY THESE PRESENTS:

THAT Thomas Ray Tubbs, Sr and Sharon A. Tubbs (hereafter referred to as Grantor, whether one or more) of County, Texas, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, and by these presents does grant unto San Bernard Electric Cooperative, Inc., a cooperative corporation, (hereinafter call the "Cooperative") whose post office address is P.O. Box 158, Bellville, Tx 77418, and to its successors, assigns and lessees, a right-of-way for an electric distribution and communication system consisting of conductors, poles, and other necessary or desirable equipment across, along, upon, and under the following described lands located in Colorado County, Texas:

A tract or parcel of land consisting of approximately 277.970 acres, more or less, in area described in a Deed dated December 3, 1999, from Calvin B. Fields, Jr. and Linda Anne Fields to the herein Grantor.

To which reference is made for all purposes.

The easement herein granted is an unobstructed easement being 20' in width, 10' on each side of the proposed power line, the location of which is indicated on Exhibit "A" hereto attached and made a part hereof, with all necessary appurtenances as shown on said attached Exhibit "A", together with the right to use and keep all of said easement area free and clear of any and all obstructions, except fences, and the rights of ingress and egress to and from said right-of-way for the purpose of constructing, reconstructing, rephasing, operating, inspecting, repairing, maintaining, replacing, and removing said conductors, poles and equipment; and the Grantor, his successors, assigns, agents or licensees shall not have the right to cause or permit any obstacles except fences to be placed or constructed within said easement area without the express written consent of the Cooperative. The Cooperative shall have the right to remove, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to remove, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

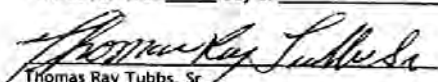
The undersigned agree that all poles, wires, and other facilities installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

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

_____ hereby bind themselves, their successors, assigns, agents, licensees, heirs, and legal representatives to warrant and forever defend all and singular the above-described easement and right unto the said San Bernard Electric Cooperative, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

If any of the above specified easement is to consist of underground service, the undersigned acknowledge that they take sole responsibility for advising Cooperative of the existence and location of any and all other underground easements and utilities on the subject property, and further acknowledge that they, the undersigned, will be solely liable for any and all damages caused by virtue of the Cooperative's inadvertent breach or invasion of said easements.

EXECUTED THIS _____ Day of _____, A.D., 20____.

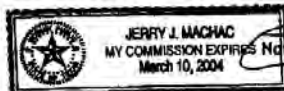

Thomas Ray Tubbs, Sr
16850 W. Magittto Circle
Tomball, Texas 77375

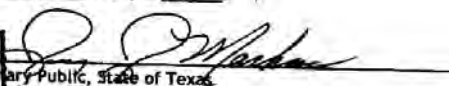

Sharon A. Tubbs

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for State of Texas, on this day personally appeared Thomas Ray Tubbs, Sr, 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 9th Day January, A.D., 2001.

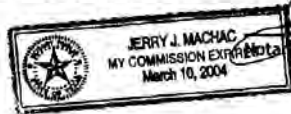



Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF

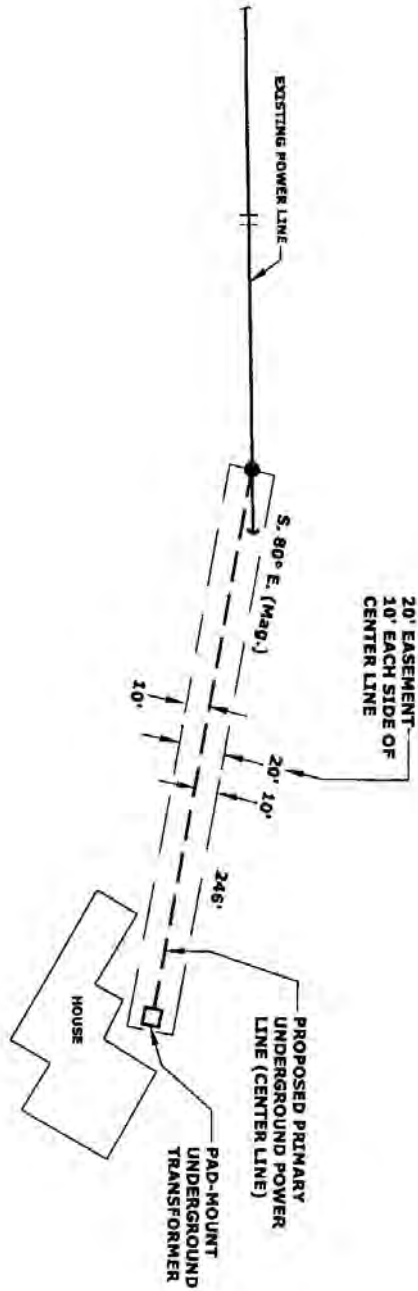
BEFORE ME, the undersigned authority, a Notary Public in and for State of Texas, on this day personally appeared Sharon A. Tubbs, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2ND Day of JANUARY, A.D., 2001.



[Signature]
Notary Public, State of Texas

THOMAS RAY TUBBS, SR.
AND WIFE
SHARON A. TUBBS



SCALE: 1" = NTS

EXHIBIT "A"

P. R. SPLANE LEAGUE, ET AL., A-41
COLORADO COUNTY, TEXAS

SAN BERNARD ELECTRIC COOPERATIVE, INC
P.O. BOX 158
BELLVILLE, TX 77418-0158
DWG BY: BJH
DATE: 01-05-01
DWG REF: 00-10-168

TRT 1-9-2001
1-9-2001

19429

974

FILED FOR RECORD
1st day of Mar 2001
at 1:20 o'clock P.M.
DARLENE HAYEK
CLERK, COUNTY CLERK, COLORADO CO., TEX.
By *Diane Kollmann*
Deputy
DIANE KOLLMANN

\$13.00 PA

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

MAR 02 2001



Darlene Hayek
DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS
COUNTY OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT Thomas Ray Tubbs, Sr. and spouse Sharon A. Tubbs (hereafter referred to as Grantor, whether one or more) of _____ County, Texas, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, and by these presents does grant unto San Bernard Electric Cooperative, Inc., a cooperative corporation, (hereinafter call the "Cooperative") whose post office address is P.O. Box 158, Bellville, Tx. 77418, and to its successors, assigns and lessees, a right-of-way for an electric distribution and communication system consisting of conductors, poles, and other necessary or desirable equipment across, along, upon, and under the following described lands located in Colorado County, Texas:

A tract or parcel of land consisting of approximately 277.970 acres, more or less, in area described in a Deed dated December 3, 1999, from Calvin B. Fields, Jr. and Linda Anne Fields to the herein Grantor;

To which reference is made for all purposes.

The easement herein granted is an unobstructed easement being 20' in width, 10' on each side of the proposed power line, the location of which is indicated on Exhibit "A" hereto attached and made a part hereof, with all necessary appurtenances as shown on said attached Exhibit "A", together with the right to use and keep all of said easement area free and clear of any and all obstructions, except fences, and the rights of ingress and egress to and from said right-of-way for the purpose of constructing, reconstructing, rephasing, operating, inspecting, repairing, maintaining, replacing, and removing said conductors, poles and equipment; and the Grantor, his successors, assigns, agents or licensees shall not have the right to cause or permit any obstacles except fences to be placed or constructed within said easement area without the express written consent of the Cooperative. The Cooperative shall have the right to remove, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to remove, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling.

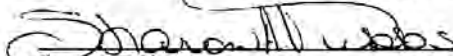
The undersigned agree that all poles, wires, and other facilities installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative.

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

_____ hereby bind themselves, their successors, assigns, agents, licensees, heirs, and legal representatives to warrant and forever defend all and singular the above-described easement and right unto the said San Bernard Electric Cooperative, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

If any of the above specified easement is to consist of underground service, the undersigned acknowledge that they take sole responsibility for advising Cooperative of the existence and location of any and all other underground easements and utilities on the subject property, and further acknowledge that they, the undersigned, will be solely liable for any and all damages caused by virtue of the Cooperative's inadvertent breach or invasion of said easements.

EXECUTED THIS 22 Day of November, A.D., 20 00

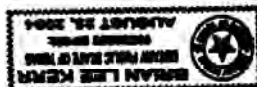

Sharon A. Tubbs

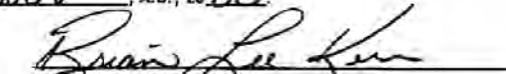

Thomas Ray Tubbs, Sr.
16850W Magillito Circle
Tomball, Texas 77375

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for State of Texas, on this day personally appeared Sharon A. Tubbs, 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 22 Day NOV, A.D., 20 00



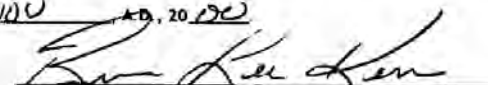

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for State of Texas, on this day personally appeared Thomas Ray Tubbs, Sr., 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 22 Day NOV, A.D., 20 00




Notary Public, State of Texas

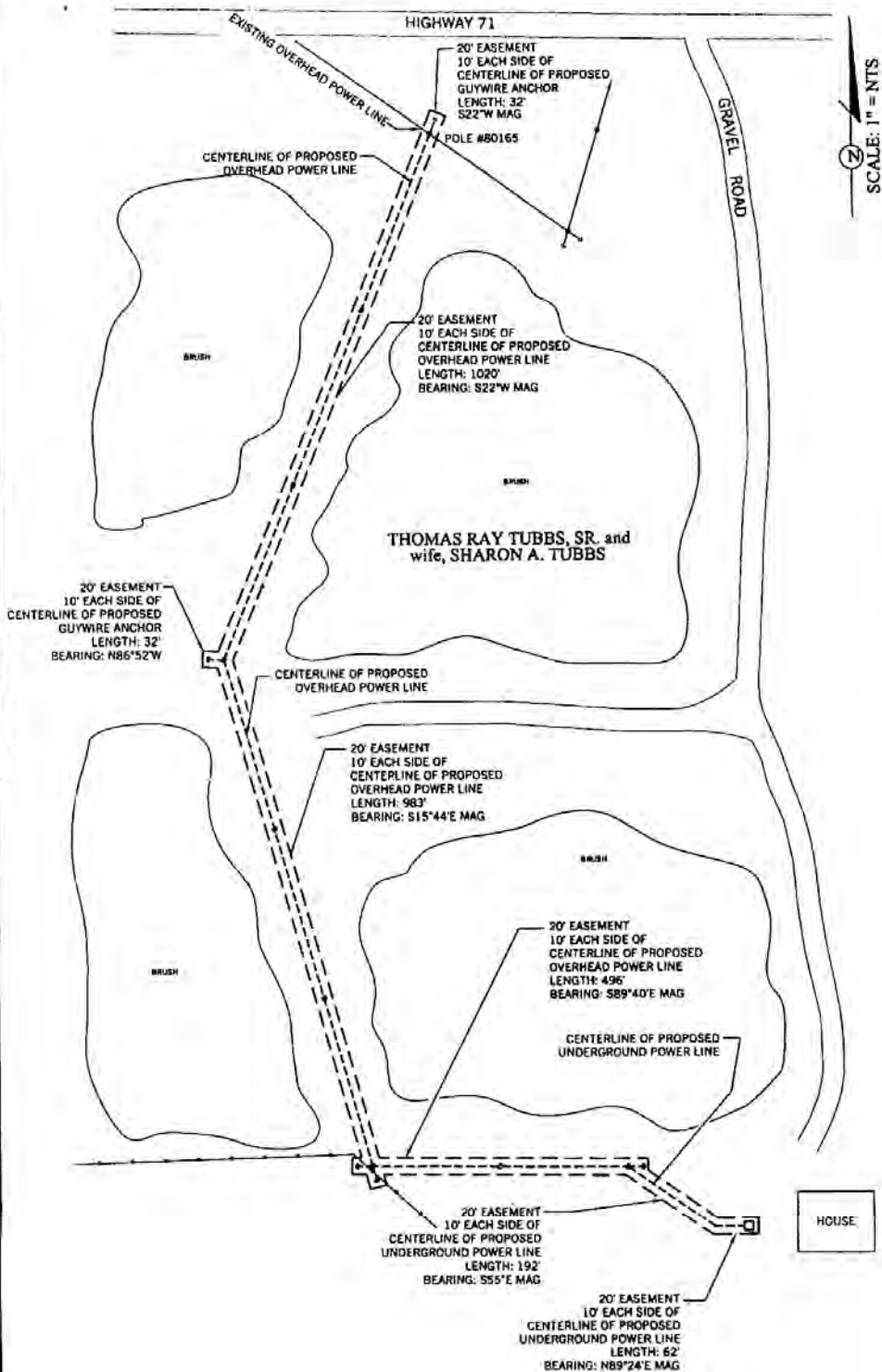


EXHIBIT " A "

P. R. SPLANE LEAGUE et al
ABSTRACT 41
COLORADO COUNTY, TEXAS

SAN BERNARD ELECTRIC COOPERATIVE, INC
P.O. BOX 158 BELLVILLE, TX 77418-0158
DWN BY: MRW DATE: 11-02-00
DWG REF: TUBBS PAGE 1 OF 1

VOL 364 PAGE 578

20 of 29

P 975

FILED FOR RECORD
1st day of Mar 2001
at 1:20 o'clock P. M.
DARLENE HAYEK
CLERK COUNTY COURT, COLORADO CO., TEX
By *Diane Kollmann*
Deputy
DIANE KOLLMANN

811.0098

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED in the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

MAR 02 2001



Darlene Hayek
DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

De

PROJECT: FREEDOM 8"
TRACT NUMBER: COL-FREE-098
COUNTY: Colorado

2950
FILED FOR RECORD
COLORADO COUNTY, TX

2011 JUN -9 PM 3: 23

DARLENE HAYEK KC
COLORADO CO. CLERK

PERMANENT EASEMENT AGREEMENT

This Agreement, dated June 4, 2011, is between Elwyn J. Cole, no marital status, whose mailing address is 1014 North Main, Pearland, TX, 77581 (hereinafter referred to as "Grantor", whether one or more), and ETC NGL Transport, LLC., whose mailing address is 711 Louisiana, Suite 900, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a thirty foot (30') wide free and unobstructed permanent easement in order to construct, operate and maintain a pipeline and any appurtenant facilities in, over, through, across, under, and along land owned by the Grantor described in the attached Exhibit A ("the Permanent Easement Property"). Grantor hereby grants, sells and conveys unto Grantee a Temporary Construction Easement described in the attached Exhibit A in order to construct one pipeline not to exceed twelve inches (12") in nominal diameter and any appurtenant facilities in, over, through, across, under, and along lands as shown in the attached Exhibit A, said Permanent and Temporary Easements lying and being in lands owned by the Grantor, said lands being described as follows:

275.979 Acres, AKA tracts 13, 14, and 15 of Colorado County Show Place in Colorado County, Texas as per plat of record in Map Slide No. 83, of the Colorado County Map Records, Colorado County, Texas

It is further agreed as follows:

1. The right to use this Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, for the transportation of oil, natural gas, natural gas liquids, hydrocarbon liquids and the products thereof, together with below-ground appurtenances (except for pipeline markers and cathodic protection test leads which Grantee is specifically allowed to install upon the surface of the Permanent Easement Property) as may be necessary or desirable for the operation of the pipeline, over, across, under and upon the Permanent Easement Property. Grantee shall have the right of ingress and egress over and across the Permanent and Temporary Construction Easement Property (and the Temporary Construction Easement Property while in effect) to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Construction Easement Property. The term of this Temporary Construction Easement shall be for a period to extend eighteen (18) months from the date of construction commencement. However, if Grantee has completed its use of this Temporary Construction Easement prior to the eighteen (18) month period and so states in writing, then the Temporary Construction Easement shall immediately terminate.
2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the pipeline and appurtenant facilities related to this pipeline project. Grantee shall also have the right to have a right of entry and access in, to, through, on, over, under, and across the Permanent Easement Property owned by Grantor for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Easement.
3. The consideration paid by Grantee in this agreement includes the market value of the easements, both permanent and temporary, conveyed by Grantor and any and all damages to the Grantor's remaining property. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damages caused to growing crops on the Permanent Easement Property and Temporary Construction Easement Property. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the pipeline.
4. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement Property and will construct and maintain soil conservation devices on the Permanent Easement Property as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the pipeline and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the pipeline. Grantee shall have the right to install, maintain and use gates in all fences which now cross or shall cross the easement. Grantor shall allow Grantee to install its own lock if Grantee so chooses.
5. Grantor may use the Permanent Easement Property for any and all purposes not inconsistent with the purposes set forth in this Easement. Grantor's uses may include but shall not be limited to using the Permanent Easement Property for agricultural, open space, set-back, density, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Permanent Easement Property which do not damage, destroy or alter the operation of the pipeline and its appurtenant facilities. Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement



Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Permanent Easement Property. Grantor must notify Grantee in writing before streets, roadways, utilities or other encroachments are installed.

6. Grantor may not use any part of the Permanent Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement Property without the written permission of Grantee: (1) construct any temporary or permanent building or site improvements, other than streets and roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which this Easement is being acquired may be placed, erected, installed or permitted upon the Permanent Easement Property without the written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Easement is conveyed. Any improvements, whether above or below ground, installed by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement Property, may be removed by Grantee without liability to Grantor for damages.

7. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipeline and to remove possible hazard thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement Property which, in the sole judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the pipeline and appurtenant facilities.

8. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Permanent Easement Property, but it will be permitted to extract the oil and other minerals from and under the Permanent Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement Property for the purposes for which the permanent easement is being sought by Grantee.

9. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder portion of Grantor's property cannot stray from the fenced pastures.

10. Grantee agrees that after it has exercised its rights to use this Easement in any manner that disturbs the surface of the Permanent Easement Property, it will restore the surface to the condition in which it was in prior to the use of this Easement except as the surface may be permanently modified by the use of this Easement. Any surface area of the Temporary Construction Easement Property that is damaged or disturbed during the construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of this Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

11. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the pipeline by Grantee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

12. Grantee shall have the right to assign this permanent easement, in whole or in part, to one or more assignees. The permanent easement shall be in perpetuity, and provisions of this Easement, including all benefits and burdens, shall run with the land. The undersigned warrant that they are the owner(s) of the property herein described and have authority to execute this agreement on behalf of the parties to this agreement. Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

13. This easement shall be interpreted in accordance with the laws of Texas and all applicable federal laws.

14. This easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

15. This Permanent Easement Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written, that have been made modifying, adding to, or changing the terms of this Permanent Easement Agreement.

EXECUTED this 4th day of JUNE, 2011.

GRANTOR:

Elwyn J. Cole
Name: Elwyn J. Cole

ACKNOWLEDGMENT

(Individual)

State of Texas)

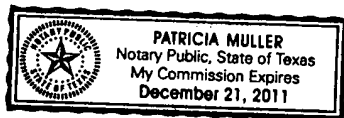
County of Brazoria)^{ss}

BEFORE ME, the undersigned authority, on this day personally appeared Elwyn J. Cole, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of JUNE, 2011.

P. Muller
Notary Public

My Commission Expires: Dec. 21, 2011



VOL 672 PAGE 4341



LEGEND

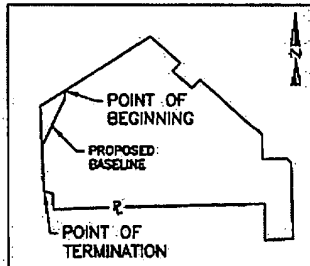
B BASELINE
 C CENTERLINE
 P PROPERTY LINE
 TX TEXAS
 ROW RIGHT OF WAY
 HWY HIGHWAY
 PROP. PROPERTY
 PERM. PERMANENT
 TWS TEMPORARY WORKSPACE
 TEMP. TEMPORARY
 CONC. CONCRETE
 MON. MONUMENT
 FND. FOUND
 A.P.S. AS PER SURVEY
 D.R.C.C.T. DEED RECORDS COLORADO COUNTY, TEXAS
 O.R.C.C.T. OFFICIAL RECORDS COLORADO COUNTY, TEXAS

PERM. EASEMENT 1.48 ACRES
 TEMP. EASEMENT 1.48 ACRES

DISTANCE ACROSS PROPERTY 2122.86'

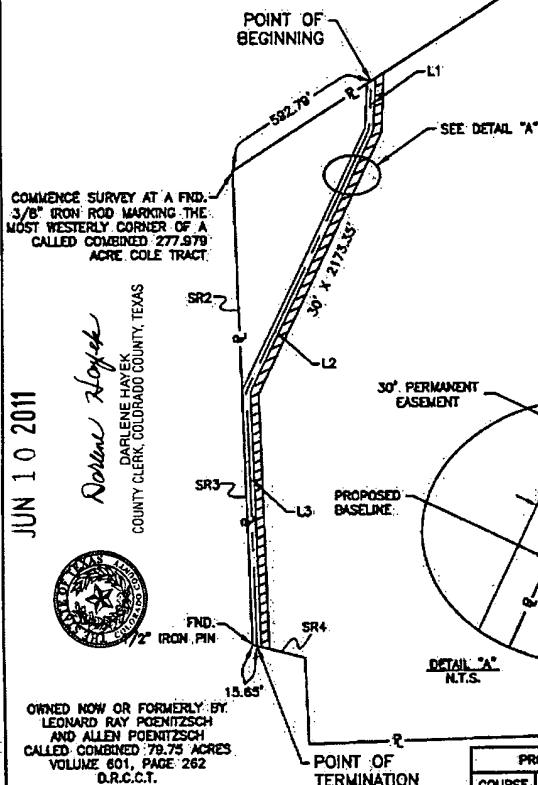
EXHIBIT "A"

PERMANENT EASEMENT AND TEMPORARY WORKSPACE
 LYING WITHIN AND BEING A PART OF
 PEYTON SPLANE LEAGUE, A-41
 COLORADO COUNTY, TEXAS



VICINITY MAP
N.T.S.

OWNED NOW OR FORMERLY BY
 MAURY R. RUBENSTEIN
 CALLED COMBINED 201.522 ACRES
 VOLUME 542, PAGE 385, D.R.C.C.T.,
 VOLUME 533, PAGE 138, D.R.C.C.T.,
 VOLUME 498, PAGE 498, D.R.C.C.T.,
 VOLUME 487, PAGE 571, D.R.C.C.T.,
 BEING LOT 1, 10, 11 AND 12 OF
 COLORADO COUNTY SHOWPLACE
 SUBDIVISION



ELWYN J. COLE
 TRACT NO. COL-FREE-098.00
 CALLED COMBINED 277.979 ACRES
 VOLUME 605, PAGE 436, D.R.C.C.T.
 VOLUME 605, PAGE 444, D.R.C.C.T.
 VOLUME 605, PAGE 440, D.R.C.C.T.
 BEING LOT 13, 14 AND 15 OF
 COLORADO COUNTY SHOWPLACE SUBDIVISION
 RECORDED IN MAP SLIDE NUMBER 83, OF THE
 MAP RECORDS OF COLORADO COUNTY, TEXAS

STATE OF TEXAS COUNTY OF COLORADO
 I hereby certify that this instrument was FILED on the
 date and time stamped hereon by me, and was duly
 RECORDED to the Volume and Page of the OFFICIAL
 RECORDS of Colorado County, Texas and stamped
 hereon by me, on

JUN 10 2011

Darlene Hayek
 COUNTY CLERK, COLORADO COUNTY, TEXAS

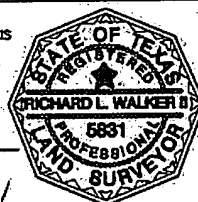
NOTES:

- NORTH IS DERIVED FROM STATIC TIES TO EXISTING NGS MONUMENTS AND TRANSFORMED INTO THE TEXAS SOUTH CENTRAL STATE PLANE COORDINATE SYSTEM, NAD 83, U.S. SURVEY FOOT BY MEANS OF A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED BY HATCH MOTT MACDONALD.
- INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION ON DEEDS SUPPLIED BY CLIENT. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
- TITLE RESEARCH PERFORMED BY OTHERS.
- TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.

I, RICHARD L. WALKER, DO HEREBY CERTIFY THAT THIS
 SURVEY WAS MADE ON THE GROUND, THAT THIS
 EASEMENT PLAT CORRECTLY REPRESENTS THE FACTS
 FOUND AT THE DATE OF THE FIELD SURVEY TO THE
 BEST OF MY KNOWLEDGE AND BELIEF.

RICHARD L. WALKER II
 RPLS NO. 5831
 PHONE: (601)284-5193
 FAX: (601)284-5530

AS PER RECORD & AS PER SURVEY LINE TABLE	
NAME	BEARING & DISTANCE
SR1	N37°28'36"E 2634.77' FEET A.P.S. (N57°48'46"E 2638.84' FEET A.P.R.)
SR2	N02°04'12"W 985.94' FEET A.P.S. (N01°42'00"W 985.94' FEET A.P.R.)
SR3	N02°00'18"W 702.79' FEET A.P.S. (N01°55'36"W 699.02' FEET A.P.R.)
SR4	N75°38'59"W 193.38' FEET A.P.S. (N74°12'28"W 182.15' FEET A.P.R.)



Hatch Mott
 MacDonald
 32 Midbranch Rd., Suite 40, Hattiesburg, MS 39402
 T: (601) 284-5193 • F: (601) 284-5530

FREEDOM PIPELINE PROJECT 8" PIPELINE COLORADO COUNTY, TEXAS			
DRAWN BY	JA	DATE	04/14/11
CHECKED BY	JR	DATE	04/18/11
APPROVED BY	RLW	DATE	04/25/11
FILE #	44700000	SCALE	AS NOTED
		COL-FREE-098.00	

LANDOWNER
 INITIALS

SPECIAL WARRANTY DEED

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

That we, CALVIN B. FIELDS, JR. and LINDA ANNE FIELDS, of Harris County, Texas, Grantors herein, for and in the consideration hereinafter stated, paid and secured to be paid by THOMAS RAY TUBBS, SR. and spouse, SHARON A. TUBBS, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto the said THOMAS RAY TUBBS, SR. and spouse, SHARON A. TUBBS, of Harris County, Texas, Grantees herein, whose mailing address is 16850 W. Maglittto Circle, Tomball, Texas 77375, subject to the hereinafter mentioned matters, the following described land and premises situated in Colorado County, Texas, to-wit:

TRACT NO. 1: Tract No. 13 of COLORADO COUNTY SHOW PLACE, in Colorado County, Texas, as per plat of record in Map Slide No. 83, of the Colorado County Map Records, and containing 136.025 acres of land, being 133.633 acres of land out of the P. R. Splane League, A-41, and 2.392 acres of land out of the Wm. R. Hunt League, A-29, in Colorado County, Texas;

TRACT NO. 2: Tract No. 14 of COLORADO COUNTY SHOW PLACE, in Colorado County, Texas, as per plat of record in Map Slide No. 83, of the Colorado County Map Records, and containing 95.554 acres of land out of the P. R. Splane League, A-41, in Colorado County, Texas;

TRACT NO. 3: Tract No. 15 of COLORADO COUNTY SHOW PLACE, in Colorado County, Texas, as per plat of record in Map Slide No. 83, of the Colorado County Map Records, and containing 46.400 acres of land out of the P. R. Splane League, A-41, in Colorado County, Texas.

TO HAVE AND TO HOLD the above described land and premises, subject to the hereinafter mentioned matters, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns, forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, said land and premises unto the said Grantees, their heirs and

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantors herein, but not otherwise.

This conveyance is made and accepted subject to the following matters, to-wit:

1. Restrictions, conditions, and easements for utilities and drainage for said Colorado County Show Place, as indicated on said plat thereof;
2. Reservation by Grantors herein and the other record owners thereof, forever, of all of the oil, gas, sulphur and other minerals, in, on and under said lands, together with all rights incident thereto;
3. As to TRACT NO. 1 herein - reservation by G. C. Yelderman and wife, Mildred C. Yelderman, of perpetual undivided 1/2 of all the oil, gas, sulphur and other minerals, of whatever type or character, which may be in, on and under said land or any part thereof, including gravel, as to the 76.102 acre portion thereof, and a perpetual undivided 1/4 of all the oil, gas, sulphur and other minerals, of whatever type or character, which may be in, on and under said land or any part thereof, including gravel, as to the 59.923 acre portion thereof, all as provided in deed recorded in Vol. 185, Page 217, Colorado County Deed Records;
4. As to TRACT NO. 2 herein - reservation by G. C. Yelderman and wife, Mildred C. Yelderman, of perpetual undivided 1/2 of all the oil, gas, sulphur and other minerals, of whatever type or character, which may be in, on and under said land or any part thereof, including gravel, as to the 32.698 acre portion thereof, and a perpetual undivided 1/4 of all the oil, gas, sulphur and other minerals, of whatever type or character, which may be in, on and under said land or any part thereof, including gravel, as to the 62.856 acre portion thereof, all as provided in deed recorded in Vol. 185, Page 217, Colorado County Deed Records;
5. As to TRACT NO. 3 herein - reservation by G. C. Yelderman and wife, Mildred C. Yelderman, of perpetual undivided 1/2 of all the oil, gas, sulphur and other minerals, of whatever type or character, which may be in, on and under said land or any part thereof, including gravel, as to the 3.00 acre portion thereof, and a perpetual undivided 1/4 of all the oil, gas, sulphur and other minerals, of whatever type or character, which may be in, on and under said land or any part thereof, including gravel, as to the 23.304 acre portion thereof, all as provided in deed recorded in Vol. 185, Page 217, Colorado County Deed Records;
6. Easement to San Bernard Electric Cooperative, recorded in Vol. 362, Page 66, Colorado County Deed Records.

Grantors make no warranty of merchantability or fitness for purpose in respect of the property, and the same is sold in an "as is, where is" condition, with all faults.

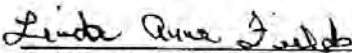
The consideration for this conveyance is as follows:

1. The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration cash paid to Grantors by Grantees, the receipt of which is hereby acknowledged;
2. The sum of THREE HUNDRED FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$349,000.00), which has been loaned to the Grantees herein by the FARM CREDIT BANK OF TEXAS, and applied toward such purchase price and consideration, the receipt of which is hereby acknowledged by Grantors, and which loan is represented by a promissory note of even date herewith, in said sum, executed by Grantees, bearing interest and payable to the order of said lender as therein provided, and the vendor's lien, to secure the payment thereof, is here reserved by Grantors and here transferred and assigned by Grantors to said lender, and the payment thereof is further secured by Deed of Trust of even date herewith from Grantees to ARNOLD R. HENSON, Trustee, which Deed of Trust is given also to enforce said vendor's lien.

WITNESS OUR HANDS this 3rd day of December, 1999.



CALVIN E. FIELDS, JR.



LINDA ANNE FIELDS

THE STATE OF TEXAS §

COUNTY OF COLORADO §

This instrument was acknowledged before me on the 3rd
day of December, 1999, by Calvin B. Fields, Jr.



[Signature]
Notary Public, State of Texas

M. T. Putt
Typed or printed name of notary

My commission expires: 2-28-2001

THE STATE OF TEXAS §

COUNTY OF COLORADO §

This instrument was acknowledged before me on the 3rd
day of December, 1999, by Linda Anne Fields.



[Signature]
Notary Public, State of Texas

M. T. Putt
Typed or printed name of notary

My commission expires: 2-28-2001

VOL 322 PAGE 459

6102

2015

FILED FOR RECORD
16 day of Dec 19 1999
at 4:30 o'clock P. M.
DARLENE HAYEK
CLERK, COUNTY CLERK, COLORADO COUNTY, TEX
By *[Signature]*
Deputy
THELMA AXEL

STATE OF TEXAS COUNTY OF COLORADO
I hereby certify that this instrument was FILED on the
date and time stamped hereon by me; and was duly
RECORDED to the Volume and Page of the OFFICIAL
RECORDS of Colorado County, Texas and stamped
hereon by me, on

DEC 23 1999



Darlene Hayek
DARLENE HAYEK
COUNTY CLERK, COLORADO COUNTY, TEXAS

1510