

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF KENDALL

KNOW ALL MEN BY THESE PRESENTS:

1976

THAT S.O.A.W. ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Texas, acting by and through its officer hereunto duly authorized, of the County of Bexar and the State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned paid by the Grantees herein, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto ALLEN M. DELAPLANE, 136 Carol Drive,
Birmingham, Alabama 35215

subject to the reservations, exceptions, restrictions and other matters set forth herein, the surface estate only in and to all the following described real property situated in Kendall County, Texas, to-wit:

BEING 7.589 acres of land, more or less, out of the G.C. S.F. R.R. Co. Survey No. 845, Abstract No. 219, Kendall County, Texas, said 7.589 acres of land, more or less, also being out of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 7.589 acres of land, more or less, being more particularly described by metes and bounds on Exhibit "A", attached hereto, which is incorporated herein for all purposes as though fully recited verbatim herein.

This conveyance is made and accepted subject to the following:

- (1) All oil, gas and other minerals are outstanding by mineral deed from S.O.A.W. ENTERPRISES, INC., et al, to DON E. WATT, JR., dated July 20, 1981, recorded in Volume 143, Page 17, of the Deed Records of Kendall County, Texas, and by other conveyances, exceptions and reservations of record;
- (2) The rights of the owners of interest in and to the oil, gas and other minerals in, on or under the herein conveyed property for ingress and egress at all times upon and across the herein conveyed property for the purpose of mining, drilling, exploring, operating and developing said property for oil, gas and other minerals and removing same therefrom, and all other rights of the owners of interests in and to the oil, gas and minerals in, on and under the herein conveyed property;
- (3) Road easements across and over said property for the use of the Grantees and all other property owners in Alamo Springs Ranch;

- (4) Any other easements, restrictions, rights-of-way, roads, encumbrances, covenants, exceptions, reservations, water agreements and other agreements of record in the office of the County Clerk of Kendall County, Texas, or not of record affecting said property, and all easements, rights-of-way, and roads which are visible and apparent on the ground;
- (5) The terms and rights existing under any oil, gas and mineral lease covering the above described property;
- (6) All applicable laws, ordinances, rules and regulations of any governmental authority which affect the above described property;
- (7) Restrictions against raising swine, using and maintaining the tract as a dumping ground for rubbish, discharging firearms and hunting;
- (8) A thirty (30') foot wide road access easement along the entire southeast line of the herein conveyed property, which is excepted and reserved unto Grantor, its successors and assigns, forever, and Grantor, its successors and assigns retain the right to convey such easement to other persons and entities as Grantor, its successors and assigns, may deem proper;
- (9) The terms and stipulations of that easement for electrical transmission and distribution lines and for telephone lines dated August 14, 1926, from Otto Cowan and Mary Cowan to West Texas Utilities Company, of record in Volume 42, Page 98, of the Deed Records of Kendall County, Texas;
- (10) The terms and stipulations of that easement for telephone lines and buried cables, dated February 9, 1966 from Bob Davenport to the Southwestern States Telephone Company, of record in Volume 93, Page 502, of the Deed Records of Kendall County, Texas;
- (11) Rules, regulations and orders governing sanitation and waste disposal as passed by the Commissioners Court of Kendall County, Texas and the Texas Water Quality Board;
- (12) Rules, regulations and orders governing residential subdivisions as passed by the Commissioners Court of Kendall County, Texas;
- (13) Rules, regulations and orders governing the drilling, construction and use of water wells as passed by the Commissioners Court of Kendall County, Texas;

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, its successors and assigns, forever, all of the oil, gas and other minerals in and under and that may be produced from the above described property. This conveyance is specifically made subject to any and all prior reservations, exceptions and conveyances of royalty and oil and gas and other mineral

interests affecting the herein described property. It is understood that Grantor does not convey any royalty or any oil, gas or other mineral interests.

Grantor also hereby grants unto Grantee, his heirs and assigns, the non-exclusive right to use those certain commonly used road easements situated within the portion of the G.C. & S.F. R.R. Co. Survey No. 847, Abstract No. 217 and G.C. & S.F. R.R. Co. Survey No. 845, Abstract 219, commonly known as the Alamo Springs Ranch, for the purpose of providing free and uninterrupted access for ingress to and egress from the herein conveyed 7.589 acre tract.

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 it does hereby bind itself and its successors 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, subject, however, to the restrictions, exceptions, reservations and other matters set forth herein.

EXECUTED this 30th day of April, 1984.

S.O.A.W. ENTERPRISES, INC.

By: WARREN W. WIMBERLY, SR.
President

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 30th day of April, 1984 by WARREN W. WIMBERLY, SR., President of S.O.A.W. ENTERPRISES, INC., a corporation, on behalf of said corporation.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Dee Osborn
(Name Printed)

My Commission Expires: 03/20/85

STATE OF TEXAS #

COUNTY OF KENDALL #

Field notes for a survey of 7.589 acres of land, more or less, out of the G.C.S.F. R.R. Co. Survey No. 845, Abstract No. 219, in Kendall County, Texas, said 7.589 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 7.589 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located approximately South 68° 08' East, 1733 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence South 14° 29' 25" East, with the centerline of said road and easement, 115.76 feet to a point;

Thence South 62° 31' 45" West, at 30.79 feet an iron pin on the west line of said easement, a total distance of 1525.42 feet to an iron pin;

Thence the following three (3) calls:

North 26° 11' 30" West, 159.5 feet to an iron pin,

North 10° 16' East, 135.5 feet to an iron pin, and

North 32° 11' 30" West, 50 feet to an iron pin;

Thence North 70° 25' 10" East, at 1452.98 feet to an iron pin on the west line of previously mentioned easement, a total distance of 1483.10 feet to the place of BEGINNING.

I, Dan B. Bunker, Registered Professional Engineer in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my supervision on January 8, 1980.

Dan B. Bunker

Dan B. Bunker, P.E.

Texas Registration No. 22,000

VOL 230-4-827

FILED FOR RECORD

1984 SEP 18 AM 11:53

BARBARA HERRIN
COUNTY CLERK KENDALL COUNTY

Nancy Espenbaker
KCTC

STATE OF TEXAS
COUNTY OF KENDALL

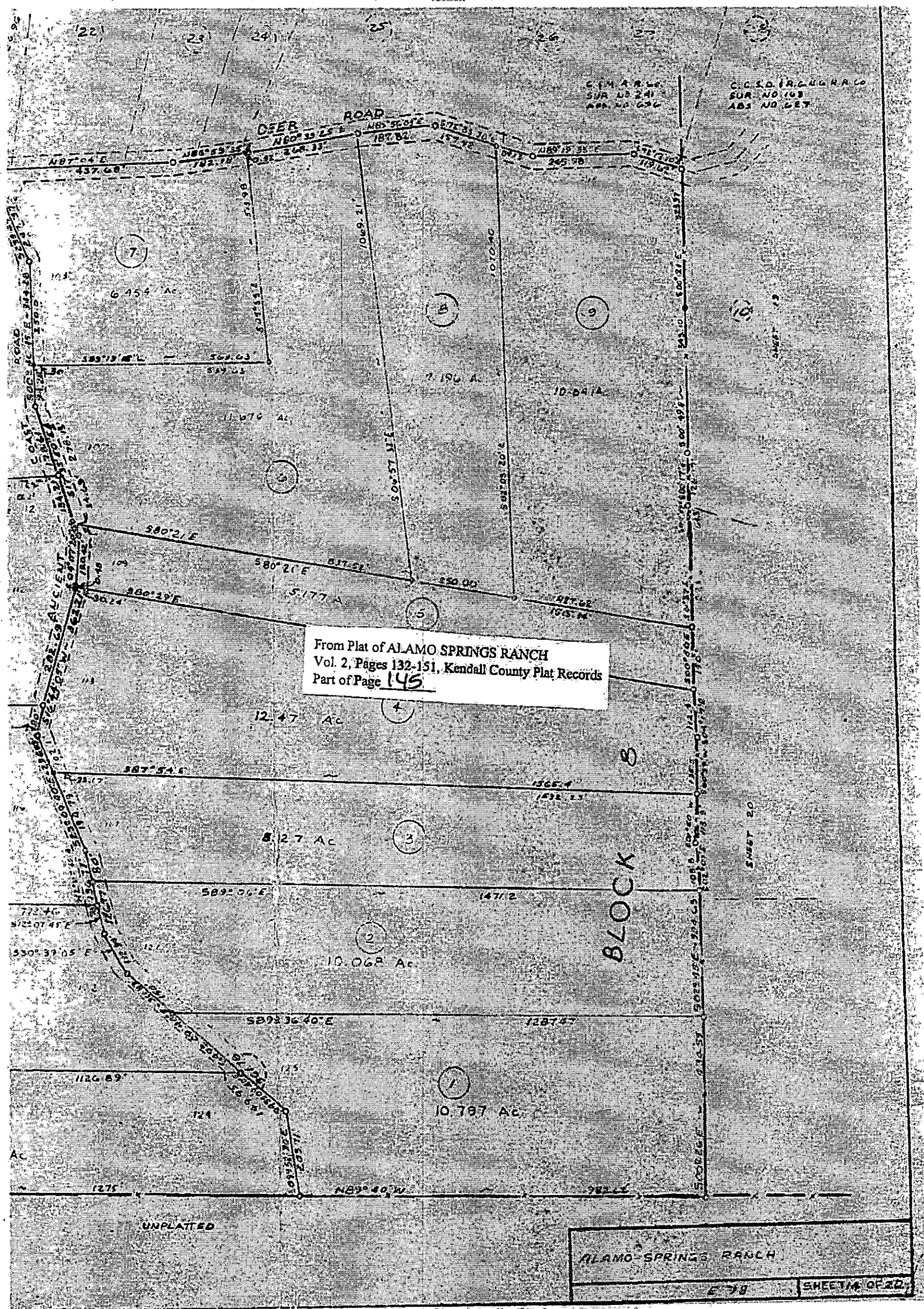
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamp
ed hereon by me, and was duly RETURNED in the
Official Records of Kendall County, Texas on

SEP 20 1984



Barbara Herrin
County Clerk
Kendall County, Texas

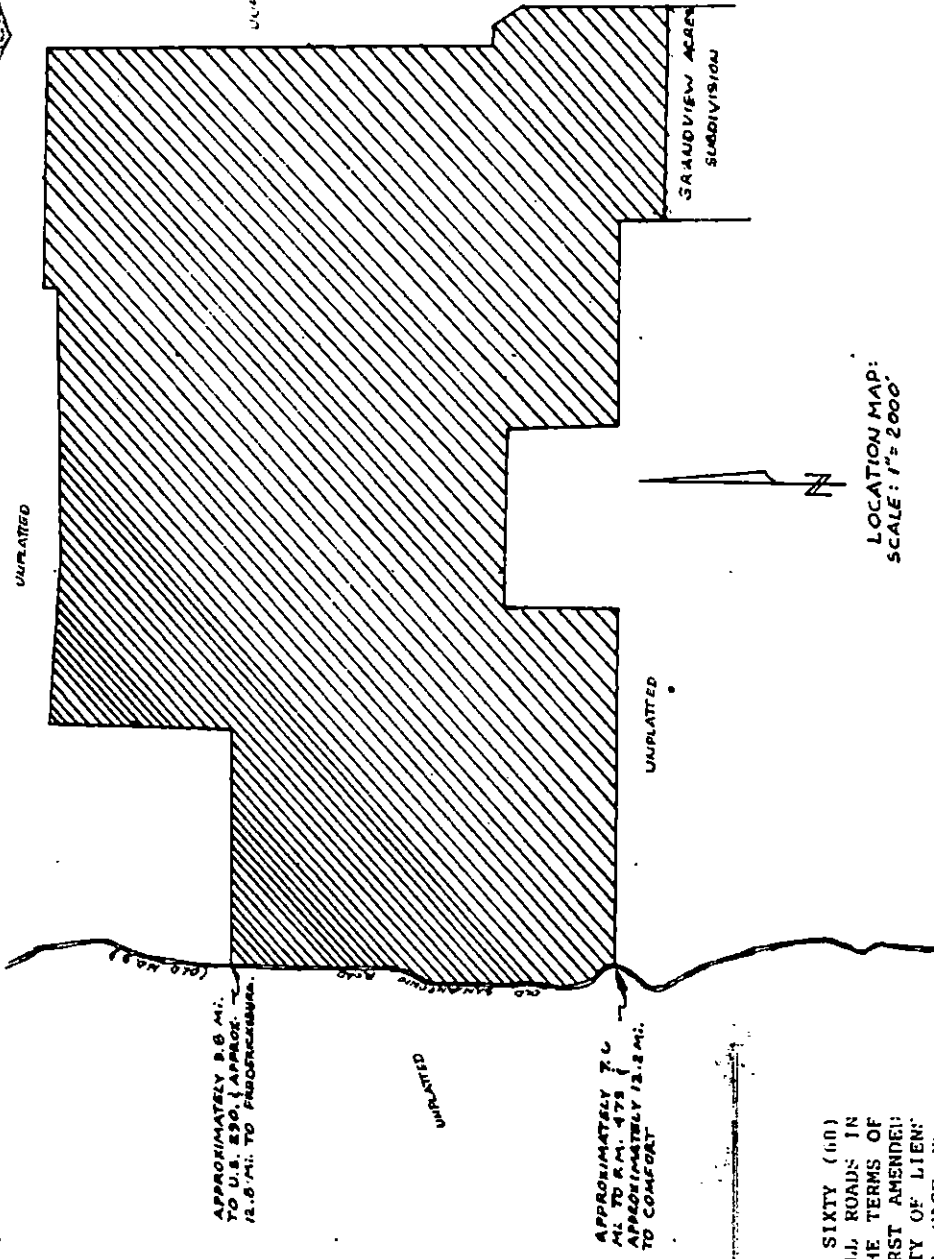
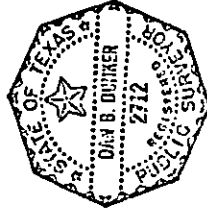
By *Nancy Espenbaker*
Deputy



ALAMO SPRINGS RANCH

1925

A 2674.269 ACRE SUBDIVISION COMPRISING 636.899 ACRES OF LAND OUT OF THE G.C. & S.F.R.R.CO. SURVEY NO. 845 ABSTRACT NO. 219, 629.19 ACRES OF LAND OUT OF THE C.C.S.D. & R.G.N.G.R.R. CO. SURVEY NO. 163, ABSTRACT NO. 627, 234.343 ACRES OF LAND OUT OF THE C.C.S.D. & R.G.N.G. CO. SURVEY NO. 167, ABSTRACT NO. 629, 529.4 ACRES OF LAND OUT OF THE LOUIS EBERS SURVEY NO. 242, ABSTRACT NO. 1018, 474.605 ACRES OF LAND OUT OF THE C. & M.R.R. CO. SURVEY NO. 241, ABSTRACT NO. 696, 99.849 ACRES OF LAND OUT OF THE G.C. & S.F.R.R. CO. SURVEY NO. 847, ABSTRACT NO. 217, 68.983 ACRES OF LAND OUT OF THE JOHN B. BERRY SURVEY NO. 300 1/2, ABSTRACT NO. 55, 1.0 ACRE OF LAND OUT OF THE C.C.S.D. & R.G.N.G.R.R. CO. SURVEY NO. 165, ABSTRACT NO. 628, IN KENDALL COUNTY, TEXAS, BEING A PART OF THAT 3066.2 ACRE TRACT OF LAND WHICH WAS CONVEYED BY DEED RECORDED IN VOL. 126, AT PAGE 261 OF THE KENDALL COUNTY DEED RECORDS.



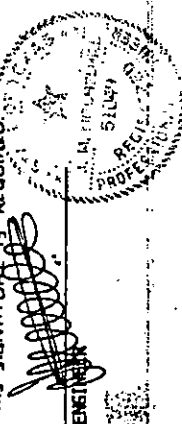
LOCATION MAP:
SCALE: 1"=2000'

5. WHERE SIDE SLOPES FOR EMBANKMENTS MUST BE PROVIDED, A MAXIMUM SIDE SLOPE OF 3:1 HAS BEEN REQUIRED BY KENDALL COUNTY. IN THESE AREAS THE ROAD EASEMENT LINES FOR THE ROADS WILL CONFORM TO THE ESTABLISHED TOE OF SLOPE PLUS ANY ADDITIONAL AREA REQUIRED FOR FOOTINGS OF OUTLET APRONS.

UTILITY EASEMENT

GRANTORS HEREBY RETAIN PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THEREON, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN FEET (10') OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS, AND TEN FEET (10') ALONG THE OUTER BOUNDARIES OF ALL STREETS, BOULEVARDS, LINES, DRIVES AND ROADS, WHERE PROPERTY LINE OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THE CENTER LINE OF SAID LOTS AND/OR TRACTS. THE ENTIRE PERIMETER (BOUNDARY) OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM, THE EASEMENT RIGHTS HEREIN RESERVED INCLUDE THE PRIVILEGE OF PROLUNGING ANY SUPPORT CABLE OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREA OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH THE UTILITY OR UTILITY COMPANIES SHALL HAVE ALL OF THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO, AND TO EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENT, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM ALL TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENHANCE OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATION. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION, OR MAINTENANCE OF ANY LINES PROVIDED THAT NO UTILITY WILL BE INSTALLED WITHIN THE 60 FEET WIDE RIGHTS-OF-WAY.

THE ENGINEERING CONSULTANT OR COUNTY ENGINEER OF KENDALL COUNTY, TEXAS, HEREBY CERTIFIES THAT THIS SUBDIVISION PLAT CONFIRMS TO ALL REQUIREMENTS OF THE KENDALL COUNTY COMMISSIONERS COURT ORDER TO WHICH HIS SIGNATURE IS REQUIRED.



NOTES:

1. ALL RIGHTS-OF-WAY IN ALAMO SPRINGS RANCH SHALL BE SIXTY (60) FEET WIDE. THE WIDTH OF THE WEARING SURFACE OF ALL ROADS IN ALAMO SPRINGS RANCH SHALL BE IN ACCORDANCE WITH THE TERMS OF THAT ONE CERTAIN AGREED ORDER AND JUDGMENT ON FIRST AMENDED COMPLAINT TO DETERMINE EXTENT, PRIORITY AND VALIDITY OF LIENS ENTERED IN ADVERSARY NO. 87-5300K IN BANKRUPTCY CASE NO. 5-82-00930-K (IN RE S.O.A.W. ENTERPRISES, INC.) IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS - SAN ANTONIO DIVISION (A COPY OF WHICH AGREED ORDER AND JUDGMENT IS RECORDED IN VOL. 214, PAGE 838, OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS), AND AS SUCH WILL VARY FROM THE ROAD WIDTH SPECIFICATIONS SET FORTH IN THE REGULATIONS, RULES AND SPECIFICATIONS FOR ROADS AND SUBDIVISIONS FOR KENDALL COUNTY, TEXAS.
2. ALL ACRESAGES SHOWN ON LOTS IN ALAMO SPRINGS RANCH INCLUDE PORTIONS OF SUCH LOTS LYING AND BEING IN DEDICATED RIGHTS-OF-WAY.
3. WATER SUPPLY TO BE BY PRIVATE WELL.
4. SEWAGE DISPOSAL TO BE BY INDIVIDUAL SEPTIC SYSTEM.

STATE OF TEXAS
COUNTY OF KENDALL

THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATE TO THE PUBLIC, FOREVER, EASEMENTS FOR RIGHTS-OF-WAY AND ROADS SHOWN HEREON FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED.

Anna A. Petritz
THE PROSPECT COMPANY:
By: Anna A. Petritz
Title: Director

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED Anna A. Petritz, KNOWN BY 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF March, A.D. 1990.

Notary Public, State of Texas
My Comm. Expires 3-31-91

1. DAN B. BUNKER, REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THIS TO BE A TRUE PLAT OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Dan B. Bunker
DAN B. BUNKER R.P.S.
TEXAS REGISTRATION NO. 2712

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF February, 1990.

Notary Public, State of Texas
My Comm. Expires 3-31-91

THIS PLAT OF ALAMO SPRINGS RANCH HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS, AND IS HEREBY APPROVED BY SAID COURT AS BEING IN ACCORDANCE WITH THAT ONE CERTAIN AGREED ORDER AND JUDGMENT ON FIRST AMENDED COMPLAINT TO DETERMINE EXTENT, PRIORITY AND VALIDITY OF LIENS ENTERED IN ADVERSARY NO. 87-5300K IN BANKRUPTCY CASE NO. 5-82-00930-K (IN RE S.O.A.W. ENTERPRISES, INC.) IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS - SAN ANTONIO DIVISION (A COPY OF WHICH AGREED ORDER AND JUDGMENT IS RECORDED IN VOL. 214, PAGE 838, OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS), AND ANY OTHER PENDING REQUIREMENTS ARE HEREBY WAIVED. THIS 24th DAY OF March, 1990.

County Judge

Commissioners

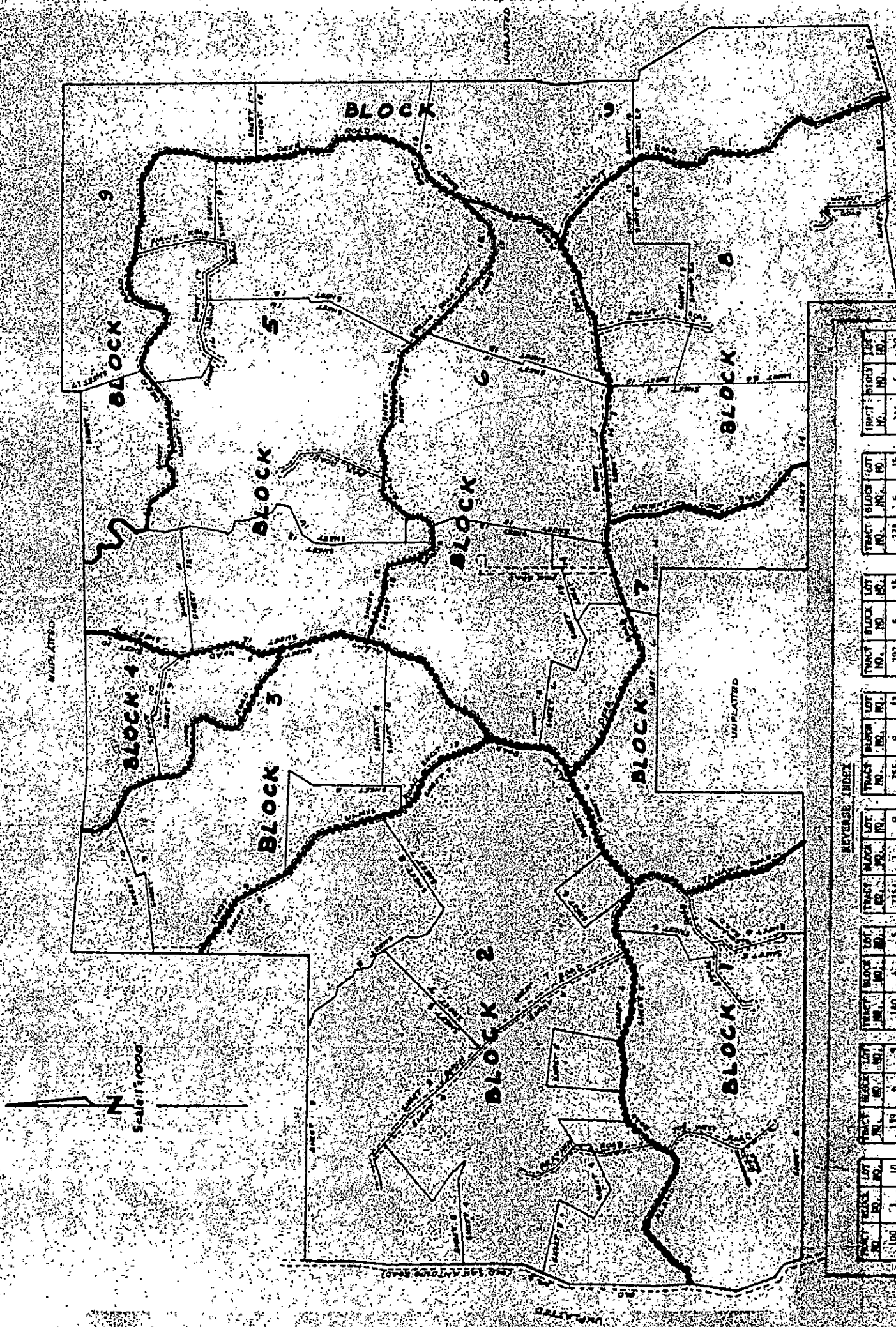
Charles S. Searles
PRECINCT NO. 1
Walter Phillips
PRECINCT NO. 3
Gene Carlin
PRECINCT NO. 2
James H. H. H.
PRECINCT NO. 4

1. DARLENE HERRIN, COUNTY CLERK OF KENDALL COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF PLATTING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 24th DAY OF March, A.D. 1990, AT 11:49 A.M., AND DULY RECORDED IN THE PLAT RECORDS OF KENDALL COUNTY IN VOLUME 2, ON PAGES 132-151, IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 24th DAY OF March, A.D. 1990.

Darlene Herrin
COUNTY CLERK
KENDALL COUNTY, TEXAS
My Comm. Expires 3-31-91

[illegible][illegible]

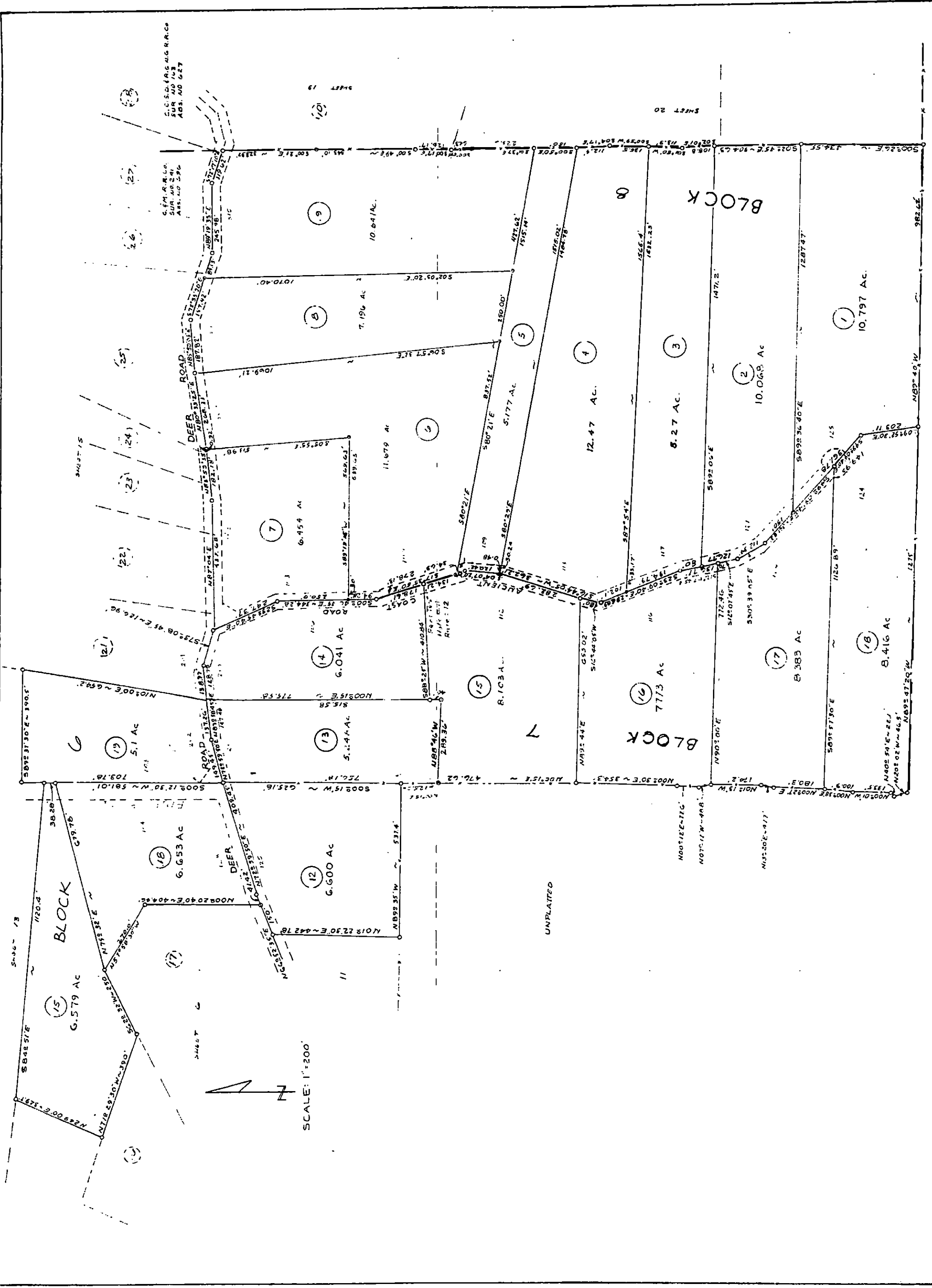
BLKNO.	BLKNO.	LOT	TRACT	SHEET
6	13	254	11	
6	14	243	13	
6	15	253	13	
6	16	135	6	
6	17	256	6	
6	18	251	14	
6	19	420	14	
6	20	425	11	
6	21	248	15	
6	22	254	15	
6	23	408	15	
6	24	274	15	
6	25	428	15	
6	26	260	15	
6	27	240	15	
6	28	206	19	
6	29	311	19	
6	30	381	19	
6	31	291	19	
6	32	269	15	
6	33	304	15	
6	34	351	15	
6	35	338	15	
6	36	252	15	
6	37	110	15	
6	38	303	15	
6	39		25	
6	40	147	11	
7	1	227	6	
7	2	432	6	
7	3	417	6	
7	4	393	6	
7	5	107	6	
7	6	108	6	
7	7	128	6	
7	8	191	6	
7	9	102	6	
7	10	146	6	
7	11	128	6	
7	12	119	14	
7	13	143	14	
7	14	198	14	
7	15	293	14	
7	16	244	14	
7	17	266	14	
7	18	165	14	
8	1	197	14	
8	2	365	14	
8	3	17	14	
8	4	401	14	
8	5	218	14	
8	6	301	14	
8	7	271	14	
8	8	13	14	
8	9	245	14	
8	10		19	
8	11	421	20	
8	12	205A	20	
8	13	205	20	
8	14	324	19	
8	15	324	19	
8	16	325	19	
8	17	342	20	
8	18	325	20	
8	19	325	20	
8	20	340-1	20	
8	21	340-1	20	
8	22	340-1	20	
8	23	340-1	20	
8	24	340-1	20	
8	25	340-1	20	
8	26	340-1	20	
8	27	340-1	20	
8	28	340-1	20	
8	29	340-1	20	
8	30	340-1	20	
8	31	340-1	20	
8	32	340-1	20	
8	33	340-1	20	
8	34	340-1	20	
8	35	340-1	20	
8	36	340-1	20	
8	37	340-1	20	
8	38	340-1	20	
8	39	340-1	20	
8	40	340-1	20	
8	41	340-1	20	
8	42	340-1	20	
8	43	340-1	20	
8	44	340-1	20	
8	45	340-1	20	
8	46	340-1	20	
8	47	340-1	20	
8	48	340-1	20	
8	49	340-1	20	
8	50	340-1	20	
8	51	340-1	20	
8	52	340-1	20	
8	53	340-1	20	
8	54	340-1	20	
8	55	340-1	20	
8	56	340-1	20	
8	57	340-1	20	
8	58	340-1	20	
8	59	340-1	20	
8	60	340-1	20	
8	61	340-1	20	
8	62	340-1	20	

[illegible][illegible]

Year	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1967	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

[illegible][illegible][illegible][illegible]

Year	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	



UNPLAIED

UNPLAIED

UNPLAIED

Vol. 126

P. 158

5/10/77

GENERAL WARRANTY DEED

22908

STATE OF TEXAS
COUNTY OF KENDALL

:
: KNOW ALL MEN BY THESE PRESENTS:
:

That JAKE W. BEASLEY, Trustee



(hereinafter called "Grantors") for and in

consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash
in hand paid and other good and valuable consideration to Grantors
in hand paid by KENDALL COUNTY, LTD., a Texas limited partnership,
of Bexar County, Texas (hereinafter called "Grantee"), the receipt
and sufficiency of which is hereby acknowledged, and for the further
consideration of the assumptions set forth herein, including
the assumption by Grantee and the agreement on the part of Grantee
to pay and discharge as the same becomes due and payable, those
two certain promissory notes described as follows, to-wit:

NOTE 1--ASSUMED

That one certain vendor's lien note dated July 30, 1976 in the original principal sum of \$735,888.00, executed by Jake W. Beasley, Trustee, and payable to the order of Bob Davenport and wife, Lucille H. Davenport, at Charles Schreiner Bank, Kerr County, Texas, the principal of said note being payable in ten (10) equal annual installments of \$73,588.80 each on July 30, 1977, and a like annual installment on the 30th day of each July thereafter until the entire sum of principal is paid, with interest being due and payable on the same day principal is due, said note bearing interest at the rate of 7-1/2% per annum, said note containing the usual acceleration of maturity clause in the event of default in the payment of any installment when due, and attorney's fees, and being secured by a vendor's lien retained in a Deed dated July 30, 1976 from Bob Davenport and wife, Lucille Davenport to Jake W. Beasley, Trustee, said Deed being of record under Kendall County Clerk's File No. 20667 and being further secured by a Deed of Trust of even date with said deed

ock P. M.
ock A. M.

, Texas

recorded in the Real Property Records of Kendall County, Texas under Kendall County Clerk's File No. . The Grantee herein, by the acceptance and recording of this Deed binds and obligates himself to pay off and discharge said note according to the terms, conditions and stipulations set out therein and as provided in said Deed of Trust; and

NOTE 2--ASSUMED

Note in the original principal sum of \$183,000.00, dated January 24, 1977, executed by Jake W. Beasley, Trustee, Jake W. Beasley, Edwin S. Brown, Austin E. Brown, II, L. J. Yury, and Jane Yury, bearing interest at the rate of 8-3/4% per annum, and payable to the order of National Bank of Commerce of San Antonio.

And for the further consideration of the sum of \$325,000.00 and \$81,112.00 to be paid in accordance with the terms of the following described two (2) promissory notes, to-wit:

NOTE NO. 1

That one certain promissory note of even date herewith in the original amount of \$325,000.00, executed by Warren W. Wimberly, Sr., and payable to the order of Jake W. Beasley, Trustee, as therein provided, said note bearing interest at the rate of 7-3/4% per annum and containing the usual clauses for the acceleration of maturity upon default and for the payment of attorney's fees and being payable as set out therein; said note being secured by a vendor's lien hereinafter retained and being additionally secured by a Deed of Trust of even date herewith to Robert Lee Smith, Trustee, for the use and benefit of the holder of said note.

NOTE NO. 2

That one certain promissory note of even date herewith in the original principal sum of \$81,112.00 payable to the order of Grantor as set out therein, bearing interest at the rate of 8-3/4% per annum, and being additionally secured by a Deed of Trust of even date therewith to R. L. Smith, Trustee, for the benefit of the holder of such note.

Have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto KENDALL COUNTY, LTD., a Texas limited partnership, all that certain tract or parcel of land lying and being situated in Kendall County, Texas, and being described as follows, to-wit:

Field notes for a survey of 3066.2 acres of land, more or less, in Kendall County, Texas, said 3066.2 acres of land, more or less, being approximately 638 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 167, Abstract No. 629; 624 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 163, Abstract No. 627; 483 acres out of the C. & M.R.R. Co. Survey No. 241, Abstract No. 696; 513 acres out of the Louis Ebers Survey No. 242, Abstract No. 1018; 640 acres out of the G.C. & S.F.R.R. Co. Survey No. 845, Abstract No. 219; 98 acres out of the G.C. & S.F.R.R. Co. Survey No. 847, Abstract No. 217; 68.7 acres out of the John B. Berry Survey No. 300-1/2, Abstract No. 55; 1 acre out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 165, Abstract No. 628; and 0.5 of an acre out of the James Wilson Survey No. 168, Abstract No. 1045; and 3066.2 acres of land, more or less, being the Davenport Ranch as fenced and used and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set at fence corner at or near the southeast corner of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 167;

THENCE North 89° 54' 30" West, with fence, 3,330.6 feet to an iron pin set at fence corner at or near the southwest corner of said Survey No. 167;

THENCE, with fence, the following four (4) calls:

North 03° 40' West, 607.4 feet to a cedar post;
North 04° 46' East, 289.4 feet to a cedar post;
North 02° 48' 30" East, 124.6 feet to a cedar post; and
North 00° 01' 30" East, 5114.0 feet to an iron pin set at fence corner on or near the northeast corner of the G.C. & S.F.R.R. Co. Survey No. 843, Abstract No. 218;

THENCE, with fence, along the occupational north line of said Survey No. 843, South 88° 51' West, 978.4 feet to a cedar post and North 89° 48' West, 2257.8 feet to an iron pin set at fence corner;

THENCE, with fence, the following three (3) calls:

North 20° 05' West, 46.5 feet to an 8 inch
diameter oak tree;
North 40° 51' East, 22.1 feet to a cedar post;
and
North 00° 15' 30" East, 1716.3 feet to an
iron pin set at fence corner

THENCE North 89° 31' West, 2673.9 feet to an
iron pin set at fence corner on or near the
common line of the G.C. & S.F.R.R. Co. Survey
No. 845 and the C. & M.R.R. Co. Survey No. 241;

THENCE South 00° 17' West, with fence, 1786.1
feet to an iron pin set at fence corner on or
near the southeast corner of the G.C. & S.F.R.R.
Co. Survey No. 845 and the southwest corner
of the C. & M.R.R. Co. Survey No. 241;

THENCE, with fence, North 89° 40' West, 5198.5
feet to a cedar post and North 89° 59' West,
448.6 feet to an iron pin set at fence corner
on the east line of Old No. 9;

THENCE, with fence, along the east line of
Old No. 9, the following 17 (seventeen) calls:

North 16° 47' West, 225.2 feet to a cedar post;
North 51° 59' West, 173.2 feet to a cedar post;
North 39° 32' West, 42.8 feet to a cedar post;
North 18° 16' West, 455.3 feet to a cedar post;
North 08° 23' East, 501.1 feet to a cedar post;
North 03° 17' West, 477.8 feet to a cedar post;
North 03° 12' East, 311.9 feet to a cedar post;
North 00° 22' 30" East, 737.5 feet to a cedar post;
North 23° 38' 30" East, 569.6 feet to a cedar post;
North 03° 40' 30" East, 357.8 feet to a cedar post;
North 02° 37' West, 488.4 feet to a cedar post;
North 01° 04' East, 445.7 feet to a cedar post;
North 01° 43' West, 322.0 feet to a cedar post;
North 01° 28' East, 162.1 feet to a cedar post;
North 07° 13' East, 310.3 feet to a cedar post;
North 01° 30' 30" West, 278.9 feet to a cedar post;
and
North 02° 28' East, 312.8 feet to an iron pin
set at fence corner on or near the common line
of the F. F. Dobbler Survey No. 300 and the
John B. Berry Survey No. 300-1/2;

THENCE, with fence, South 89° 55' East, 1694.7 feet
to a cedar post and South 89° 32' East, 1978.5 feet
to an iron pin set at fence corner on or near
the southeast corner of the Mary Cowan Survey
No. 156;

THENCE North 00° 23' East, with fence, along the
occupational common line of the Mary Cowan Survey
No. 156 and the Louis Ebers Survey No. 242, a
distance of 2879.8 feet to an iron pin set at
fence corner;

THENCE, with fence, South 85° 19' East, 2223.3 feet to a cedar post, and North 88° 50' East, 4587.6 feet to an iron pin set at fence corner on or near the common line of the Louis Ebers Survey No. 242 and the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 163;

THENCE North 00° 02' East, with the occupational common line of said surveys No. 242 and 163, a distance of 227.2 feet to a cedar post at fence corner;

THENCE, with fence, the following three (3) calls:

South 89° 45' 30" East, 251.9 feet to an 18 inch diameter Live Oak tree;
North 87° 51' East, 361.4 feet to a steel fence post; and
South 89° 45' East, 3124.4 feet to an iron pin set at fence corner;

THENCE South 00° 16' East, with fence, 6991.2 feet to an iron pin set at fence corner;

THENCE South 89° 19' East, with fence, 110.1 feet to an iron pin set at fence corner;

THENCE with fence, South 31° 02' East, 873.3 feet to a cedar post and South 29° 12' East, 139.3 feet to a cedar post on or near the common line of the C.C.S.D. & R.G.N.G.R.R. Co. Surveys No. 167 and 169;

THENCE, with fence, along the occupational common line of said Surveys No. 167 and 169, South 00° 16' 30" East, 5660.6 feet to a cedar post, and South 00° 04' 30" East, 1651.4 feet to the PLACE OF BEGINNING.

This Deed conveys to Grantee one-half (1/2) of the oil, gas and other minerals in, under and upon and that may be produced from the property herein conveyed, together with all executive rights, and Grantors herewith reserve the other one-half (1/2) of the oil, gas and other minerals unto himself, his successors and assigns, it being understood and agreed that the "executive right" herein conveyed constitutes only the right to execute leases covering the mineral interest reserved by Grantors without the joinder of Grantors, but that Grantors shall retain all rights to receive one-half (1/2) of all bonuses, rentals, delay rentals and royalties, of any kind or nature, that shall

be attributable to one-half (1/2) of the mineral fee herein reserved by Grantors.

This conveyance is made, and accepted however, subject to the following:

1. Vendor's lien retained in a Deed from Bob Davenport and wife, Lucille H. Davenport, recorded under Kendall County Clerk's File No. 20667, securing the payment of a note in the sum of \$735,888.00 described above, and additionally secured by a Deed of Trust to Raymond Barker, Trustee, recorded under Kendall County Clerk's File No. _____.

2. Vendor's lien herein retained to secure the payment of the notes in the principal sum of \$325,000.00 and \$81,112.00, executed by Grantee to Grantors and additionally secured by a Deed of Trust of even date herewith to Robert Lee Smith, Trustee.

3. Easement for electric transmission and distribution lines and for telephone lines dated August 14, 1926 from Otto Cowan and Mary Cowan to West Texas Utility Company, recorded in Volume 42, Page 98 of the Deed Records of Kendall County, Texas.

4. Easement for telephone lines and buried cables dated February 9, 1966 from Bob Davenport to the Southwestern States Telephone Company, recorded in Volume 93, Page 502 to 503 of the Deed Records of Kendall County, Texas.

This conveyance includes all improvements, houses, water wells, windmills, fences, pens, gates, pumps, water piping, water storage tanks, and troughs now located upon the property, whether or not they are attached thereto, subject only to the liens expressly set out herein.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances, thereto in anywise belonging to KENDALL COUNTY, LTD., a Texas limited partnership, its successors and assigns, forever, and Grantors

do hereby bind themselves, their heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said KENDALL COUNTY, LTD., a Texas limited partnership, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantors warrant that as of the date of this Deed the \$183,000.00 note payable to National Bank of Commerce of San Antonio and the \$735,888.00 note payable to Bob Davenport and wife, Lucille Davenport have been paid in accordance with their terms, that there has been no renewal, extension or rearrangement of said notes, and that as of the date hereof, there is no default with regard to such notes or any instrument securing such notes.

But it is expressly agreed and stipulated that a vendor's lien and superior title is retained herein until the above described promissory notes herein assumed, and the \$325,000.00 and the \$81,112.00 notes payable to Grantor, including all interest thereon, have been fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

Grantors shall grant to Grantee partial releases from Grantors' vendors' lien and the deed of trust lien against any tract of 5 acres or more, at a release price of 1.5 times the then unpaid lien balance per acre owed on the \$325,000.00 and the \$81,112.00 notes to Grantors, times the number of acres, or portions thereof, to be released, plus the accrued interest on said sums computed to the date of such release. Such tracts to be released shall contain the number of acres or portions thereof (not less than 5 acres) and to be in such locations as Grantee shall designate. The Grantee shall be entitled to a credit against the amount of any release price required for a partial release that is equal to

all prepayments and regular payments of principal on the \$325,000.00 note payable to Grantor. Grantee shall not be obligated to exercise such partial release rights immediately upon becoming entitled to a partial release by virtue of a regular payment or a prepayment, on the \$325,000.00 note to Grantor, but may exercise such partial release rights at any time and from time to time. Grantee shall, at Grantee's expense, furnish the holder of the \$325,000.00 note payable to Grantor, with a plat and field notes prepared by a licensed surveyor designated by Grantee describing the acres to be released and a partial release instrument covering and including such acreage. A partial release instrument signed by Jake W. Beasley, Trustee, or his successor, duly acknowledged, and delivered to Grantee, shall be sufficient to release the property described in such release.

Further, Grantors have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY to Grantee without warranty of title, express or implied, all real property owned or claimed, by Grantors which is adjacent to or contiguous with the real property conveyed by this Deed, plus the land contained within any vacancies which may be contained within the boundaries of the property herein conveyed as above described.

EXECUTED this the 31 day of May, 1977.

Jake W. Beasley
JAKE W. BEASLEY, Trustee

STATE OF TEXAS :
COUNTY OF Befar:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ^{1st} 31st day of May, 1977.

Jenne

Evelyn Long
Notary Public in and for
Befar County, Texas EVELYN LONG

- 8 - Comm. Expires 11/30/78

FILED for record this 3RD. day of
RECORDED this 8TH. day of

By Darlene Herin
Deputy

June 1977, at 3:41 o'clock P. M.
June 1977, at 9:00 o'clock A. M.

Lorene F. Harris
County Clerk, Kendall County, Texas

MINERAL DEED

THE STATE OF TEXAS

§

35167

COUNTY OF KENDALL

§

§

S.O.A.W. ENTERPRISES, INC., a Texas Corporation, and WARREN W. WIMBERLY (hereinafter called "Grantors") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations, do hereby CONVEY, TRANSFER and SELL to DON E. WATT, JR. (hereinafter called "Grantee") all of their interest now owned by them in all oil, gas and other minerals, together with any and all reversionary interests therein and thereto, and all other mineral interests in the oil, gas and minerals of any type, kind or character, including but not limited to, royalties, in, on and under the lands described in Exhibit "A" attached hereto. Such interests may hereinafter be referred to as "minerals" or "mineral interests". The term "present mineral interest" shall mean the interest owned by Grantors as of June 23, 1981.

It is recognized that certain of the lands described in Exhibit "A" are currently subject to, or may in the future be subjected to, executive Contracts of Sale, in which Grantors are or will be obligated to convey certain mineral interests. As to lands conveyed herein, subject to such Contracts of Sale, the following shall control:

1. As to Contracts of Sale dated prior to June 23, 1981, Grantors agree and warrant that in no event does any such Contract of Sale obligate them to convey more than an undivided one-half (1/2) of the minerals that they now own. As to such Contracts of Sale, Grantors hereby convey to Grantee all the mineral rights, now owned or hereinafter acquired by Grantors in the lands described on Exhibit "A" hereto, but Grantee agrees, upon reasonable request of Grantors, and at Grantor's sole cost and expense, to execute whatever deeds or other instruments are reasonably necessary to vest not more than one-half (1/2) of Grantors' present mineral interest in third parties holding such Contracts, but in such deeds or instruments, Grantee herein shall reserve all executive rights with respect to the lands described by such deeds, attributable to such conveyed interests, except where such reservation is inconsistent with the terms of any Contract of Sale dated prior to June 23, 1981.

2. As to Contracts of Sale created subsequent to June 23, 1981, Grantee agrees, upon reasonable request of Grantors, and at Grantors' sole cost and expense, to execute whatever deed or other instruments may be reasonably necessary to vest not more than one-half (1/2) of Grantors' present mineral interest in third parties holding such Contracts, but in such deed or instruments, Grantee herein shall reserve all executive rights with respect to the lands described by such deeds, attributable to such conveyed interests.
3. Under any Contract of Sale, whether presently existing or created in the future, Grantee shall be entitled to all royalties, bonus monies, delay rentals and shut-in payments attributable to said interest covered by such Contract of Sale, until such deed or other instrument is delivered to the third party holding such Contract of Sale, and recorded in the County Clerk's office. Thereafter, such interests will be owned in proportion to the parties' pro rata mineral ownership, with Grantee retaining the executive rights, as stated herein.

In the event any property described in Exhibit "A" is foreclosed upon or repossessed by judicial action or otherwise, S.O.A.W. ENTERPRISES, INC. and WARREN W. WIMBERLY agree to reimburse DON E. WATT, JR. for any and all losses of mineral value, such amount to be determined by the parties hereto, but if the parties hereto are unwilling or unable to make such determination, it is agreed to submit the matter to the American Arbitration Association for binding arbitration, whose decision shall be binding upon both parties.

The term "executive right" or "executive rights", as used herein, shall mean the power to execute oil, gas and mineral leases upon such terms and conditions as Grantee may deem proper, including the right to pool, and to further execute any and all instruments reasonably related thereto, including, without limitation, extensions, amendments, divisions orders, transfer orders, unit designations and other instruments reasonably connected therewith. It is intended that any executive rights created pursuant to this conveyance shall extend to Grantee, his heirs, successors and assigns, and shall not terminate with his death.

There is reserved unto Grantors, their heirs, successors and assigns, an undivided ten percent (10%) non-participating royalty interest in the lands herein conveyed, being ten percent (10%) of the lessor's royalty retained by Grantee, his heirs, successors and assigns, in any future oil and gas lease or leases covering the lands herein conveyed, said non-participating royalty to be subject to all of the terms and conditions of said leases, including pooling and proportionate reduction.

Grantee shall have the power to execute any and all future leases for the development of said land, or any portion thereof, for oil, gas and other minerals, or any one or more of them, without joinder of Grantors or any other party, their heirs, successors and assigns, upon terms and conditions as he sees fit, including pooling clauses, but no lease shall be executed which provides for a royalty of less than the following amounts upon any minerals covered by said lease or leases: One-eighth ($1/8$) of all oil produced and saved from said premises; one-eighth ($1/8$) of the value of all gas produced and sold or used by the lessee, or by anyone with the lessee's consent (except gas used on the premises for domestic purposes by the lessor or for development purposes by the lessee); one-eighth ($1/8$) of the value of any other minerals produced or mined from said premises and sold or used for commercial purposes. Grantors shall have no right to participate in the bonus or bonuses paid or payable for any existing or future lease, nor in the delay rentals payable thereunder for the privilege of deferring the commencement of a well, nor in any shut-in gas royalties payable thereunder.

In the event that oil, gas or other minerals are produced from said land, or any part thereof, by any person or persons, including Grantee, other than under a lease or leases providing for not less than the minimum royalties hereinabove stated on the minerals so produced, Grantee shall be entitled to receive, and there is hereby

granted to Grantee, a free royalty upon such production equivalent to ten percent (10%) of one-eighth (1/8) of the following: all the oil so produced and saved from the premises delivered to Grantee's credit free of cost in the pipe line; the value of all the gas so produced and sold or used by the producer, or by anyone with the producer's consent (except gas used on the premises by the producer for development purposes); the value of all other minerals that are produced or mined and sold or used for commercial purposes.

At all times, the Grantors' non-participating royalty will be subject to proportionate reduction, and in the event Grantee is required to execute deeds or instruments in the manner described in paragraphs 1 and 2 herein, said non-participating royalty will be borne ratably between Grantee and such third parties, their heirs, successors and assigns.

S.O.A.W. ENTERPRISES, INC. and WARREN W. WIMBERLY agree to use their best efforts and assist DON E. WATT, JR. in securing leases from other mineral owners of land described in Exhibit "A" whenever possible, and take no action inconsistent with his securing such leases.

All of the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, and to Grantee's heirs, legal representatives, successors and assigns forever; and Grantors do hereby bind themselves, their heirs, legal representatives, successors and assigns to warrant and forever defend, all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DATED this the 20th day of July, 1981, but effective June 23,
1981, at 8:00 a.m.

S.O.A.W. ENTERPRISES, INC.

By: Warren W. Wimberly, Sr.
Warren W. Wimberly, Sr.
President

Warren W. Wimberly, Sr.
Warren W. Wimberly, Sr.

Don E. Watt, Jr.
Don E. Watt, Jr.

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Warren W. Wimberly, Sr., known to me to be the person whose name is subscribed to the foregoing instrument as President of S.O.A.W. ENTERPRISES, INC., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

July, 1981. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of

L. A. [Signature]
Notary Public, Bexar County,
TEXAS

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Warren W. Wimberly, Sr., Individually, 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.

July, 1981. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of

L. A. [Signature]
Notary Public, Bexar County,
TEXAS

THE STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Don E. Watt, Jr., 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.

July, 1981. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of

L. A. [Signature]
Notary Public, Bexar County,
TEXAS

VOL 143 PAGE 21

EXHIBIT A

All that certain lot, tract or parcel of land in Kendall County, Texas, being more particularly described as follow:

Field notes for a survey of 3066.2 acres of land, more or less, in Kendall County, Texas, said 3066.2 acres of land, more or less, being approximately 638 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 167, Abstract No. 629; 624 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 163, Abstract No. 627; 483 acres out of the C. & M.R.R. Co. Survey No. 241, Abstract No. 696; 513 acres out of the Louis Ebers Survey No. 242, Abstract No. 1010; 640 acres out of the G.C. & S.F.R.R. Co. Survey No. 845, Abstract No. 219; 98 acres out of the G.C. & S.F.R.R. Co. Survey No. 847, Abstract No. 217; 68.7 acres out of the John B. Derry Survey No. 300-1/2, Abstract No. 55; 1 acre out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 165, Abstract No. 628; and 0.5 of an acre out of the James Wilson Survey No. 168, Abstract No. 1045; and 3066.2 acres of land, more or less, being the Davenport Ranch as fenced and used and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set at fence corner at or near the southeast corner of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 167;

THENCE North 89° 54' 30" West, with fence, 1,330.6 feet to an iron pin set at fence corner at or near the southwest corner of said Survey No. 167;

THENCE, with fence, the following four (4) calls:

North 03° 40' West, 607.4 feet to a cedar post;
North 04° 40' East, 289.4 feet to a cedar post;
North 02° 48' 30" East, 124.6 feet to a cedar post; and
North 00° 01' 30" East, 5114.0 feet to an iron pin set at fence corner on or near the northeast corner of the G.C. & S.F.R.R. Co. Survey No. 843, Abstract No. 218;

THENCE, with fence, along the occupational north line of said Survey No. 843, South 08° 01' West, 978.4 feet to a cedar post and
North 89° 48' West, 2257.8 feet to an iron pin set at fence corner;

THENCE, with fence, the following three (3) calls:

North 20° 05' West, 46.5 feet to an 8 inch diameter oak tree;
North 40° 51' East, 22.1 feet to a cedar post;
and
North 00° 15' 30" East, 1716.3 feet to an iron pin set at fence corner

THENCE North 89° 31' West, 2673.9 feet to an iron pin set at fence corner on or near the common line of the G.C. & S.F.R.R. Co. Survey No. 845 and the C. & M.R.R. Co. Survey No. 241;

THENCE South 00° 17' West, with fence, 1706.1 feet to an iron pin set at fence corner on or near the southeast corner of the G.C. & S.F.R.R. Co. Survey No. 845 and the southwest corner of the C. & M.R.R. Co. Survey No. 241;

THENCE, with fence, North 09° 40' West, 5194.5 feet to a cedar post and North 09° 59' West, 440.6 feet to an iron pin set at fence corner on the east line of Old No. 9;

THENCE, with fence, along the east line of Old No. 9, the following 17 (seventeen) calls:

North 16° 47' West, 225.2 feet to a cedar post;
North 51° 59' West, 173.2 feet to a cedar post;
North 39° 32' West, 42.8 feet to a cedar post;
North 18° 16' West, 455.3 feet to a cedar post;
North 00° 23' East, 501.1 feet to a cedar post;
North 03° 17' West, 477.8 feet to a cedar post;
North 03° 12' East, 311.9 feet to a cedar post;
North 00° 22' 30" East, 737.5 feet to a cedar post;
North 23° 38' 30" East, 569.6 feet to a cedar post;
North 03° 40' 30" East, 357.8 feet to a cedar post;
North 02° 37' West, 488.4 feet to a cedar post;
North 01° 04' East, 445.7 feet to a cedar post;
North 01° 43' West, 322.0 feet to a cedar post;
North 01° 28' East, 162.1 feet to a cedar post;
North 07° 13' East, 310.3 feet to a cedar post;
North 01° 30' 30" West, 270.9 feet to a cedar post;
and

North 02° 28' East, 312.8 feet to an iron pin set at fence corner on or near the common line of the F. F. Dobbler Survey No. 300 and the John D. Berry Survey No. 300-1/2;

THENCE, with fence, South 89° 55' East, 1694.7 feet to a cedar post and South 89° 32' East, 1978.5 feet to an iron pin set at fence corner on or near the southeast corner of the Mary Cowan Survey No. 156;

THENCE North 00° 23' East, with fence, along the occupational common line of the Mary Cowan Survey No. 156 and the Louis Ebers Survey No. 242, a distance of 2879.8 feet to an iron pin set at fence corner;

Field notes for a survey of 3066.2 acres of land, more or less, in Kendall County, Texas, said 3066.2 acres of land, more or less, being approximately 600 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 167, Abstract No. 629; 624 acres out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 163, Abstract No. 627; 483 acres out of the C. & M.R.R. Co. Survey No. 241, Abstract No. 696; 513 acres out of the Louis Ebers Survey No. 242, Abstract No. 1018; 640 acres out of the G.C. & S.F.R.R. Co. Survey No. 845, Abstract No. 219; 98 acres out of the G.C. & S.F.R.R. Co. Survey No. 847, Abstract No. 217; 68.7 acres out of the John D. Berry Survey No. 300-1/2, Abstract No. 55; 1 acre out of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 165, Abstract No. 628; and 0.5 of an acre out of the James Wilson Survey No. 168, Abstract No. 1045; and 3066.2 acres of land, more or less, being the Davenport Ranch as fenced and used and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set at fence corner at or near the southeast corner of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 167;

THENCE, North 89° 54' 30" West, with fence,
1,330.6 feet to an iron pin set at fence
corner at or near the southwest corner of said
Survey No. 167;

THENCE, with fence, the following four (4) calls:

North 03° 40' West, 607.4 feet to a cedar post;
North 04° 46' East, 289.4 feet to a cedar post;
North 02° 40' 30" East, 124.6 feet to a cedar
post; and
North 00° 01' 30" East, 5114.0 feet to an iron
pin set at fence corner on or near the north-
east corner of the G.C. & S.F.R.R. Co. Survey
No. 843, Abstract No. 218;

THENCE, with fence, along the occupational
north line of said Survey No. 843, South 88°
51' West, 970.4 feet to a cedar post and
North 89° 48' West, 2257.8 feet to an iron
pin set at fence corner;

VOL 143 PAGE 24

FILED FOR RECORD THIS 28th DAY OF July 1981, AT 11:10 O'CLOCK A.M.
RECORDED THIS 4th DAY OF August 1981, AT 1:55 O'CLOCK P.M.

BY: Darlene Herrin

DEPUTY

SHIRLEY R. STEHLING

COUNTY CLERK, KENDALL COUNTY, TEXAS

JA 314-816

TIC LOAN NO. 811164

AMENDMENT TO MINERAL DEED

70668

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF KENDALL §

WHEREAS, S.O.A.W. Enterprises, Inc., a Texas corporation, and Warren W. Wimberly, also known as Warren W. Wimberly, Sr., (hereinafter called "Grantors"), Grantors' mailing address being 4410 Piedras Drive West, Suite 110, San Antonio, Texas 78228, did execute and deliver to Don E. Watt, Jr. (hereinafter called "Grantee"), Grantee's mailing address being 2201 East Mabel Street, Tucson, Arizona 85719, a Mineral Deed ("Mineral Deed") dated July 20, 1981, being recorded in Volume 143, Page 17 of the Deed Records of Kendall County, Texas; and

WHEREAS, the property description of the lands described in the Mineral Deed contains certain errors which the parties to said Mineral Deed wish to correct; and

WHEREAS, the parties to the Mineral Deed wish to make other clarifications and amendments to the Mineral Deed as set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

- (1) The property description contained in Exhibit "A" of the Mineral Deed is hereby corrected by replacing said property description with the property description contained in Exhibit "A" attached hereto and made a part hereof for all purposes.

- (2) The second paragraph on the first page of the Mineral Deed beginning with the words "it is recognized that", and which continues on the second page of the Mineral Deed, and which contains three numbered sub-paragraphs, is hereby deleted effective as of the date of this Amendment.
- (3) The parties hereby clarify their intent with respect to the creation of the non-participating royalty interest provided for in the first full grammatical paragraph on the third page of the Mineral Deed by hereby stating that their intent was and is that such non-participating royalty interest be 10% of the lessor's royalty retained by Grantee, his heirs, successors and assigns, in any future oil and gas lease or leases covering the lands described in Exhibit "A" hereto, rather than an undivided 10% non-participating royalty.
- (4) The third full grammatical paragraph on the third page of the Mineral Deed which begins with the words "In the event that" and which continues on the fourth page of the Mineral Deed, is hereby deleted and the following paragraph is hereby inserted in lieu thereof:

In the event that oil, gas or other minerals are produced from said land, or any part thereof, by any person or persons, including Grantee, other than under a lease or leases providing for not less than the minimum royalties hereinabove stated on the minerals so produced, Grantor shall be entitled to receive, and there is hereby reserved unto Grantor, a free royalty upon such production equivalent to ten percent (10%) of one-eighth (1/8) of the following: all of the oil so produced and saved from the premises delivered to Grantor's credit free of cost in the pipe line; the value of all the gas so produced and sold or used by the producer, or by anyone with the producer's consent (except gas used on the premises by the producer for development purposes); the value of all other minerals that are produced or mined and sold or used for commercial purposes.

- (5) The parties hereto agree that the provisions of the second full grammatical paragraph on the fourth page of the Mineral Deed which paragraph begins with the words "S.O.A.W. Enterprises, Inc. and Warren W. Wimberly agree" do not apply to The Prospect Company, its successors and assigns, such persons being hereby released from any obligation under such paragraph.

JA 314-818

(6) All of the terms and provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, legal representatives, successors and assigns.

EXECUTED to be effective the 18th day of April, 1989.

S.O.A.W. ENTERPRISES, INC.

By: Warren W. Wimberly
Warren W. Wimberly
Title: Vice President

S.O.A.W. ENTERPRISES, INC.

By: Bruce Reppert
Bruce Reppert
Title: President

Warren W. Wimberly
WARREN W. WIMBERLY, Individually

Don E. Watt Jr.
DON E. WATT, JR., Individually

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 17th day of May, 1989, by BRUCE REPERT, PRESIDENT of S.O.A.W. Enterprises, Inc., a Texas corporation, on behalf of said corporation.



Ellen S. Farrar
Notary Public, State of Texas
ELLEN S. FARRAR
Notary's printed name
My commission expires: 5/11/93

314-819

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 2nd day of June, 1989, by Warren W. Wimberly, Vice President of S.O.W. Enterprises, Inc., a Texas corporation, on behalf of said corporation.

Betty J. McChesney
Notary Public, State of Texas
Notary's printed name: Betty J. McChesney
My commission expires: 6/9/91

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 2nd day of June, 1989, by WARREN W. WIMBERLY.

Betty J. McChesney
Notary Public, State of Texas
Notary's Printed Name: Betty J. McChesney
My Commission Expires: 6/9/91

STATE OF ARIZONA
COUNTY OF PIMA

This instrument was acknowledged before me on the 24th day of April, 1989, by DON E. WATT, JR.

Sharon J. Draper
Notary Public, State of Arizona
Notary's Printed Name: Sharon J. Draper
My Commission Expires: March 31, 1993

AFTER RECORDING, PLEASE RETURN TO:

Cox & Smith Incorporated
2000 NBC Bank Plaza
112 East Pecan Street
San Antonio, Texas 78205
Attn: Ms. Cynthia J. Wiens
08551

314-820

3,066.2 acres of land, more or less, in Kendall County, Texas, described as follows, to-wit:

Field notes for a survey of 3066.2 acres of land, more or less, in Kendall County, Texas, said 3066.2 acres of land, more or less, being approximately 638 acres out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167, Abstract No. 629; 624 acres out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 163, Abstract No. 627; 483 acres out of the C. & M. R. R. Co. Survey No. 241, Abstract No. 696; 513 acres out of the Louis Ebers Survey No. 242, Abstract No. 1018; 640 acres out of the G. C. & S. F. R. R. Co. Survey No. 845, Abstract No. 219; 98 acres out of the G. C. & S. F. R. R. Co. Survey No. 847, Abstract No. 217; 68.7 acres out of the John B. Berry Survey No. 300 1/2, Abstract No. 55; 1 acre out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 165, Abstract No. 628; and 0.5 of an acre out of the James Wilson Survey No. 168, Abstract No. 1045; said 3066.2 acres of land, more or less, being the Davenport Ranch as fenced and used and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set at fence corner at or near the southeast corner of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167;

Thence North 89° 54' 30" West, with fence, 3,330.6 feet to an iron pin set at fence corner at or near the southwest corner of said Survey No. 167;

Thence, with fence, the following four (4) calls:

North 03° 40' West, 607.4 feet to a cedar post;
North 04° 46' East, 289.4 feet to a cedar post;
North 02° 48' 30" East, 124.6 feet to a cedar post; and
North 00° 01' 30" East, 5114.0 feet to an iron pin set at fence corner on or near the northeast corner of the G. C. & S. F. R. R. Co. Survey No. 843, Abstract No. 218;

Thence, with fence along the occupational north line of said Survey No. 843, South 88° 51' West, 978.4 feet to a cedar post and North 89° 48' West, 2257.8 feet to an iron pin set at fence corner;

Thence, with fence, the following three (3) calls:

North 20° 05' West, 46.5 feet to an 8 inch diameter oak tree;
North 40° 51' East, 22.1 feet to a cedar post; and
North 00° 15' 30" East, 1716.3 feet to an iron pin set at fence corner;

EXHIBIT A

-5-

08551

314-821

Thence, North 89° 31' West, 2673.9 feet to an iron pin set at fence corner on or near the common line of the G. C. & S. F. R. R. Co. Survey No. 845 and the C. & M. R. R. Co. Survey No. 241;

Thence South 00° 17' West, with fence, 1786.1 feet to an iron pin set at fence corner on or near the southeast corner of the G. C. & S. F. R. R. Co. Survey No. 845 and the southwest corner of the C. & M. R. R. Co. Survey No. 241;

Thence, with fence, North 89° 40' West, 5198.5 feet to a cedar post and North 89° 59' West, 448.6 feet to an iron pin set at fence corner on the east line of Old No. 9;

Thence, with fence along the east line of Old No. 9, the following 17 (seventeen) calls:

North 16° 47' West, 225.2 feet to a cedar post;
North 51° 59' West, 173.2 feet to a cedar post;
North 39° 32' West, 42.8 feet to a cedar post;
North 18° 16' West, 455.3 feet to a cedar post;
North 08° 23' East, 501.1 feet to a cedar post;
North 03° 17' West, 477.8 feet to a cedar post;
North 03° 12' East, 311.9 feet to a cedar post;
North 00° 22' 30" East, 737.5 feet to a cedar post;
North 23° 38' 30" East, 569.6 feet to a cedar post;
North 03° 40' 30" East, 357.8 feet to a cedar post;
North 02° 37' West, 488.4 feet to a cedar post;
North 01° 04' East, 445.7 feet to a cedar post;
North 01° 43' West, 322.0 feet to a cedar post;
North 01° 28' East, 162.1 feet to a cedar post;
North 07° 13' East, 310.3 feet to a cedar post;
North 01° 30' 30" West, 278.9 feet to a cedar post; and
North 02° 28' East, 312.8 feet to an iron pin set at
fence corner on or near the common line of the F. F.
Dobbler Survey No. 300 and the John B. Berry Survey
No. 300-1/2;

Thence, with fence, South 89° 55' East, 1694.7 feet to a cedar post and South 89° 32' East, 1978.5 feet to an iron pin set at fence corner on or near the southeast corner of the Mary Cowan Survey No. 156;

Thence North 00° 23' East, with fence along the occupational common line of the Mary Cowan Survey No. 156 and the Louis Ebers Survey No. 242, a distance of 2879.8 feet to an iron pin set at fence corner;

Thence, with fence, South 85° 19' East, 2223.3 feet to a cedar post, and North 88° 50' East, 4587.6 feet to an iron pin set at fence corner on or near the common line of the Louis Ebers Survey No. 242 and the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 163;

EXHIBIT A

0855I

-6-

PA 314-822

Thence North 00° 02' East, with the occupational common line of said surveys No. 242 and 163, a distance of 227.2 feet to a cedar post at fence corner;

Thence, with fence, the following three (3) calls:

South 89° 45' 30" East, 251.9 feet to an 18 inch diameter Live Oak tree;

North 87° 51' East, 361.4 feet to a steel fence post; and

South 89° 45' East, 3124.4 feet to an iron pin set at fence corner;

Thence South 00° 16' East, with fence, 6991.2 feet to an iron pin set at fence corner;

Thence South 89° 19' East, with fence, 110.1 feet to an iron pin set at fence corner;

Thence, with fence, South 31° 02' East, 873.3 feet to a cedar post and South 29° 12' East, 139.3 feet to a cedar post on or near the common line of the C. C. S. D. & R. G. N. G. R. R. Co. Surveys No. 167 and 169;

Thence, with fence along the occupational common line of said Surveys No. 167 and 169, South 00° 16' 30" East, 5660.6 feet to a cedar post, and South 00° 04' 30" East, 1651.4 feet to the place of BEGINNING.

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Records of Kendall County, Texas on:

JUN - 8 1989



Darlene Herrin
County Clerk
Kendall County, Texas

By: Paula Ruffin
Deputy

FILED FOR RECORD

1989 JUN - 6 AM 11:21

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

Paula Ruffin
\$15

EXHIBIT A

08551

-7-

MINERAL DEED

70676

THE STATE OF TEXAS §
COUNTY OF KENDALL §

KNOW ALL MEN BY THESE PRESENTS:

That DON E. WATT, JR. (hereinafter called "Grantor"), whose mailing address is 2201 East Mabel Street, Tucson, Arizona 85719, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto THE PROSPECT COMPANY (hereinafter called "Grantee"), a Delaware corporation, whose mailing address is 2250 Lakeside Blvd., Suite 500, Richardson, Texas 75081, all of the following described property located in Kendall County, Texas:

- (1) an undivided twenty-five percent (25%) interest in and to all of the oil, gas and other minerals of all kinds and character, including not only oil and gas, but also all other valuable substances including hard minerals and substances which may be removed by methods which are destructive of the surface, in, on and under, and that can be produced from that certain real property in Kendall County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes;
- (2) an undivided 19.58617% interest in and to all of the oil, gas and other minerals of all kinds and character,

including not only oil and gas, but also all other valuable substances including hard minerals and substances which may be removed by methods which are destructive of the surface, in, on and under, and that can be produced from that certain real property in Kendall County, Texas, more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes, together with any other right, title and interest, if any, which Grantor may have in and to all of the oil, gas and other minerals of all kinds and character, including not only oil and gas, but also all other valuable substances including hard minerals and substances which may be removed by methods which are destructive of the surface, in, on and under, and that can be produced from the real property described in Exhibit "B" attached hereto; and

- (3) all of Grantor's right, title and interest, if any, in and to all of the oil, gas and other minerals of all kinds and character, including not only oil and gas, but also all other valuable substances including hard minerals and substances which may be removed by methods which are destructive of the surface, in, on and under, and that can be produced from that certain real property in Kendall County, Texas, more particularly described in Exhibit "C" attached hereto and made a part hereof for all purposes.

VOL 314 PAGE 920

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors, and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED to be effective the 18th day of April, 1989.

Don E. Watt, Jr.
DON E. WATT, JR.

STATE OF ARIZONA §
COUNTY OF PIMA §

This instrument was acknowledged before me on the 24th day of April, 1989, by DON E. WATT, JR.

Sharon J. Draper
Notary Public, State of Arizona
Notary's printed name: Sharon J. Draper
My Commission Expires: My Commission Expires March 31, 1993

AFTER RECORDING, PLEASE RETURN TO:

Cox & Smith Incorporated
2000 NBC Bank Plaza
112 East Pecan Street
San Antonio, Texas 78205
Attn: Ms. Cynthia J. Wiens

3,066.2 acres of land, more or less, in Kendall County, Texas, described as follows, to-wit:

Field notes for a survey of 3066.2 acres of land, more or less, in Kendall County, Texas, said 3066.2 acres of land, more or less, being approximately 638 acres out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167, Abstract No. 629; 624 acres out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 163, Abstract No. 627; 483 acres out of the C. & M. R. R. Co. Survey No. 241, Abstract No. 696; 513 acres out of the Louis Ebers Survey No. 242, Abstract No. 1018; 640 acres out of the G. C. & S. F. R. R. Co. Survey No. 845, Abstract No. 219; 98 acres out of the G. C. & S. F. R. R. Co. Survey No. 847, Abstract No. 217; 68.7 acres out of the John B. Berry Survey No. 300 1/2, Abstract No. 55; 1 acre out of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 165, Abstract No. 628; and 0.5 of an acre out of the James Wilson Survey No. 168, Abstract No. 1045; said 3066.2 acres of land, more or less, being the Davenport Ranch as fenced and used and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set at fence corner at or near the southeast corner of the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 167;

Thence, North 89° 54' 30" West, with fence, 3,330.6 feet to an iron pin set at fence corner at or near the southwest corner of said Survey No. 167;

Thence, with fence, the following four (4) calls:

North 03° 40' West, 607.4 feet to a cedar post;
North 04° 46' East, 289.4 feet to a cedar post;
North 02° 48' 30" East, 124.6 feet to a cedar post; and
North 00° 01' 30" East, 5114.0 feet to an iron pin set at fence corner on or near the northeast corner of the G. C. & S. F. R. R. Co. Survey No. 843, Abstract No. 218;

Thence, with fence along the occupational north line of said Survey No. 843, South 88° 51' West, 978.4 feet to a cedar post and North 89° 48' West, 2257.8 feet to an iron pin set at fence corner;

Thence, with fence, the following three (3) calls:

North 20° 05' West, 46.5 feet to an 8 inch diameter oak tree;
North 40° 51' East, 22.1 feet to a cedar post; and
North 00° 15' 30" East, 1716.3 feet to an iron pin set at fence corner;

VOL 314-922

Thence, North 89° 31' West, 2673.9 feet to an iron pin set at fence corner on or near the common line of the G. C. & S. F. R. R. Co. Survey No. 845 and the C. & M. R. R. Co. Survey No. 241;

Thence, South 00° 17' West, with fence, 1786.1 feet to an iron pin set at fence corner on or near the southeast corner of the G. C. & S. F. R. R. Co. Survey No. 845 and the southwest corner of the C. & M. R. R. Co. Survey No. 241;

Thence, with fence, North 89° 40' West, 5198.5 feet to a cedar post and North 89° 59' West, 448.6 feet to an iron pin set at fence corner on the east line of Old No. 9;

Thence, with fence along the east line of Old No. 9, the following 17 (seventeen) calls:

North 16° 47' West, 225.2 feet to a cedar post;
North 51° 59' West, 173.2 feet to a cedar post;
North 39° 32' West, 42.8 feet to a cedar post;
North 18° 16' West, 455.3 feet to a cedar post;
North 08° 23' East, 501.1 feet to a cedar post;
North 03° 17' West, 477.8 feet to a cedar post;
North 03° 12' East, 311.9 feet to a cedar post;
North 00° 22' 30" East, 737.5 feet to a cedar post;
North 23° 38' 30" East, 569.6 feet to a cedar post;
North 03° 40' 30" East, 357.8 feet to a cedar post;
North 02° 37' West, 488.4 feet to a cedar post;
North 01° 04' East, 445.7 feet to a cedar post;
North 01° 43' West, 322.0 feet to a cedar post;
North 01° 28' East, 162.1 feet to a cedar post;
North 07° 13' East, 310.3 feet to a cedar post;
North 01° 30' 30" West, 278.9 feet to a cedar post; and
North 02° 28' East, 312.8 feet to an iron pin set at
fence corner on or near the common line of the F. F.
Dobbler Survey No. 300 and the John B. Berry Survey
No. 300-1/2;

Thence, with fence, South 89° 55' East, 1694.7 feet to a cedar post and South 89° 32' East, 1978.5 feet to an iron pin set at fence corner on or near the southeast corner of the Mary Cowan Survey No. 156;

Thence, North 00° 23' East, with fence along the occupational common line of the Mary Cowan Survey No. 156 and the Louis Ebers Survey No. 242, a distance of 2879.8 feet to an iron pin set at fence corner;

Thence, with fence, South 85° 19' East, 2223.3 feet to a cedar post, and North 88° 50' East, 4587.6 feet to an iron pin set at fence corner on or near the common line of the Louis Ebers Survey No. 242 and the C. C. S. D. & R. G. N. G. R. R. Co. Survey No. 163;

EXHIBIT "A"

-5-

Thence, North 00° 02' East, with the occupational common line of said surveys No. 242 and 163, a distance of 227.2 feet to a cedar post at fence corner;

Thence, with fence, the following three (3) calls:

South 89° 45' 30" East, 251.9 feet to an 18 inch diameter Live Oak tree;

North 87° 51' East, 361.4 feet to a steel fence post; and

South 89° 45' East, 3124.4 feet to an iron pin set at fence corner;

Thence, South 00° 16' East, with fence, 6991.2 feet to an iron pin set at fence corner;

Thence, South 89° 19' East, with fence, 110.1 feet to an iron pin set at fence corner;

Thence, with fence, South 31° 02' East, 873.3 feet to a cedar post and South 29° 12' East, 139.3 feet to a cedar post on or near the common line of the C. C. S. D. & R. G. N. G. R. R. Co. Surveys No. 167 and 169;

Thence, with fence along the occupational common line of said Surveys No. 167 and 169, South 00° 16' 30" East, 5660.6 feet to a cedar post, and South 00° 04' 30" East, 1651.4 feet to the place of BEGINNING.

SAVE AND EXCEPT those portions of the above described 3066.2 acre tract as are described in Exhibit "B" and Exhibit "C" attached hereto.

314-924

5.322 acres of land, more or less, described as follows, to-wit:

Field notes for a survey of 5.322 acres of land, more or less, out of the G.C. & S.F.R.R. Co. Survey No. 845, Abstract No. 219, in Kendall County, Texas, said 5.322 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by Deed dated June 6, 1977 and recorded in Volume 126 at page 261 of the Deed Records of Kendall County, Texas, said 5.322 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located South 00° 08' 40" West, 3863.3 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence with the centerline of said road and easement, North 63° 08' 20" East, 338.20 feet and North 86° 37' 20" East, 6.24 feet to a point;

Thence South 03° 22' 40" East, at 30.00 feet an iron pin on the south line of said road easement, a total distance of 730.00 feet to an iron pin;

Thence South 63° 08' 20" West, 345.00 feet to an iron pin;

Thence North 03° 22' 40" West, at 700.00 feet an iron pin on the south line of the previously mentioned road easement, a total distance of 732.71 feet to the place of BEGINNING.

5.279 acres of land, more or less, described as follows, to-wit:

Field notes for a survey of 5.279 acres of land, more or less, out of the G.C. & S.F.R.R. Co. Survey No. 845, Abstract No. 219, in Kendall County, Texas, said 5.279 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by Deed dated June 6, 1977 and recorded in Volume 126 at page 261 of the Deed Records of Kendall County, Texas, said 5.279 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located South 19° 14' 16" East, 3780.1 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence, with the centerline of said road and road easement, South 59° 12' West, 29.53 feet and South 45° 28' 15" West, 266.94 feet to a point;

Thence North 37° 12' West, at 30.25 feet an iron pin on the north line of said road easement, a total distance of 787.64 feet to an iron pin;

Thence North 50° 41' 30" East, 300.00 feet to an iron pin;

Thence South 36° 47' East, at 737.79 feet an iron pin on the north line of the previously mentioned road easement, a total distance of 767.95 feet to the place of BEGINNING.

VOL 314 PAGE 926

10.06 acres of land, more or less, situated in Kendall County, Texas out of 3,066.2 acres conveyed to S.O.A.W. Enterprises, Inc. by Deed recorded in Volume 126, Page 261 of the Deed Records of Kendall County, Texas, said 10.06 acre tract being more commonly known as Tract No. 240 of Alamo Springs Ranch.

STATE OF TEXAS

COUNTY OF KENDALL :

RECORDER'S MEMO: LEGIBILITY OF
 WRITING, TYPING OR PRINTING
UNSATISFACTORY
 IN THIS DOCUMENT WHEN RECEIVED

Field notes for a survey of 12.47 acres of land, more or less, out of the C. & M. R. R. Co. Survey No. 241, Abstract No. 696 in Kendall County, Texas, said 12.47 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.D.A.M. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 12.47 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located approximately South 46° 45' 20" East, 7338 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence with the centerline of said easement, North 23° 09' 40" West, 102.10 feet, and North 16° 44' 03" East, 362.21 feet to a point;

Thence South 80° 29' East, at 30.24 feet an iron pin on the east line of said easement, a total distance of 1515.02 feet to an iron pin in fence;

Thence, with fence, South 04° 17' East, 112.4 feet to a steel fence post, and South 00° 59' West, 135.5 feet to an iron pin;

Thence North 87° 54' West, at 1532.23 feet an iron pin on the east line of the previously mentioned easement, a total distance of 1565.4 feet to the place of BEGINNING.

I, Dan B. Bunker, Registered Public Surveyor in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my supervision on April 13, 1982.

Dan B. Bunker

Dan B. Bunker, R.P.S.

Texas Registration No. 2712

E 78-407

STATE OF TEXAS

COUNTY OF KENDALL

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Field notes for a survey of 14.437 acres of land, more or less, same being 10.484 acres out of the C.C.S.D. & R.G.N.C. R.R. Co. Survey No. 163, Abstract No. 627; and 2.953 acres out of the C.C.S.D. & R.G.N.C. R.R. Co. Survey No. 167, Abstract No. 629; and 1 acre out of the C.C.S.D. & R.G.N.C. R.R. Co. Survey No. 165, Abstract No. 628, in Kendall County, Texas, said 14.437 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 14.437 acres of land, more or less, being more particularly described by notes and bounds as follows:

BEGINNING at a point on the centerline of a 60 foot wide road and road easement, said point being located approximately South 64° 52' 40" East, 10558.5 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence with the centerline of said road and road easement the following five (5) calls:

- North 11° 15' 25" East, 51.54 feet to a point,
- North 29° 15' 05" East, 121.14 feet to a point,
- North 18° 53' 20" East, 139.98 feet to a point,
- North 01° 51' 45" East, 125.24 feet to a point, and
- North 21° 35' 15" West, 144.34 feet to a point;

Thence North 88° 42' East, at 31.98 feet an iron pin on the northeast line of said road and road easement, a total distance of 957.98 feet to an iron pin;

Thence, with fence, the following three (3) calls:

- South 00° 21' East, 79.0 feet to an iron pin,
- South 89° 16' East, 110.1 feet to an iron pin, and
- South 31° 25' East, 531.0 feet to an iron pin;

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Thence South 88° 30' 25" West, at 1379.5 feet an iron pin on the southeast line of previously mentioned road and road easement, a total distance of 1410.26 feet to the place of BEGINNING.

I, Dan B. Bunker, Registered Public Surveyor, in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my supervision on February 9, 1981.

Dan B. Bunker

Dan B. Bunker, R.P.S.
Texas Registration No. 2712

E78-360

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Garcia #231

5.397 Acres

STATE OF TEXAS

COUNTY OF KENDALL

Field notes for a survey of 5.397 acres of land, more or less, out of the Louis Ebers Survey No. 242, Abstract No. 1018, in Kendall County, Texas, said 5.397 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 5.397 acres of land, more or less, being more particularly described by notes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located North 67° 55' East, 3020 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence, with the centerline of said road and easement the following four (4) calls:

South 31° 01' 05" West, 43.95 feet,
South 18° 34' 55" West, 119.76 feet,
South 09° 33' 55" East, 102.69 feet, and
South 59° 11' 45" East, 80.75 feet to a point;

Thence South 48° 35' West, at 31.50 feet an iron pin on the southwest line of said easement, a total distance of 619.88 feet to an iron pin;

Thence North 06° 22' West, 50 feet to an iron pin;

Thence North 66° 02' West, 171.6 feet to an iron pin;

Thence North 17° 40' West, 257.0 feet to an iron pin;

Thence North 63° 27' East, at 703.94 feet an iron pin on the southwest line of the previously mentioned road easement, a total distance of 759.89 feet to the place of BEGINNING.

I, Dan B. Bunker, Registered Professional Engineer in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my supervision on July 11, 1979.

Dan B. Bunker
Dan B. Bunker, P.E.
Texas Registration No. 22550

E78-231

JUL 314 931

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Field notes for a survey of 5.683 acres of land, more or less, out of the C. & M.R.R. Co. Survey No. 241, Abstract No. 696, in Kendall County, Texas, said 5.683 acres of land also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S. O. A. W. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at page 261 of the Deed Records of Kendall County, Texas, said 5.683 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located South $61^{\circ} 21' 49''$ East, 3483.05 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence with the centerline of said road and easement, North $47^{\circ} 06' 05''$ East, 87.77 feet and North $67^{\circ} 19' 35''$ East, 206.77 feet to a point;

Thence South $65^{\circ} 55' 30''$ East, at 41.19 feet an iron pin on the southeast line of said road easement, a total distance of 962.65 feet to an iron pin in the middle of a creek;

Thence up the middle of said creek, the following three (3) calls:
South $37^{\circ} 26'$ West, 70.0 feet to an iron pin,
South $57^{\circ} 46'$ West, 151.4 feet to a point, and
South $89^{\circ} 22'$ West, 161.5 feet to an iron pin;

Thence North $63^{\circ} 59'$ West, at 860.12 feet an iron pin on the southeast line of the previously mentioned road easement, a total distance of 892.27 feet to the place of BEGINNING.

VOL 314-932

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Field notes for a survey of 5.750 acres of land, more or less, out of the C. & M. R.R. Co. Survey No. 241, Abstract No. 696, in Kendall County, Texas, said 5.750 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S. O. A. W. Enterprises, Inc., by deed dated June 6, 1977, said 5.750 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located South 65° 12' 30" East, 3648.31 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence with the centerline of said road and easement, North 67° 19' 35" East, 24.77 feet and North 54° 11' 15" East, 266.32 feet to a point;

Thence South 70° 35' 30" East, at 36.52 feet an iron pin on the southeast line of said road easement, a total distance of 846.70 feet to an iron pin in the middle of a creek;

Thence, up the middle of said creek, the following three (3) calls;
South 50° 01' West, 96.0 feet,
South 02° 46' West, 111.2 feet, and
South 37° 26' West, 130.9 feet to an iron pin;

Thence North 65° 55' 30" West, at 921.46 feet an iron pin on the southeast line of the previously mentioned road easement, a total distance of 962.65 feet to the place of BEGINNING.

STATE OF TEXAS

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING

COUNTY OF KENDALL

UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

Field notes for a survey of 5.406 acres of land, more or less, out of the G.C. S.P. R.R. Co. Survey No. 045, Abstract No. 217, in Kendall County, Texas, and 5.406 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 5.406 acres of land, more or less, being more particularly described by notes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located South 67° 03' West, 2440.6 feet from the Southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence North 49° 35' 15" West, with the centerline of said road easement, 365.94 feet to a point;

Thence North 00° 41' West, at 39.01 feet an iron pin on the northeast line of said easement, a total distance of 733.13 feet to an iron pin in fence;

Thence South 89° 43' East, with fence, 277.47 feet to an iron pin;

Thence South 00° 35' 15" East, at 929.24 feet an iron pin on the northeast line of the previously mentioned road easement, a total distance of 968.99 feet to the place of BEGINNING.

I, Dan B. Dunker, Registered Professional Engineer in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my supervision on November 14, 1970.

Dan B. Dunker

Dan B. Dunker, P.E.
Texas Registration No. 22550

E70-190

RECORDER'S MEMO: LEGIBILITY OF
WRITING, TYPING OR PRINTING
UNSATISFACTORY
IN THIS DOCUMENT WHEN RECEIVED

STATE OF TEXAS

COUNTY OF KENDALL

Field notes for a survey of 7.383 acres of land, more or less, being approximately 4.397 acres out of the G.C. & S.P. R.R. Co. Survey No. 845, Abstract No. 219, and 2.986 acres out of the John D. Berry Survey No. 3008, Abstract No. 55, in Kendall County, Texas, said 7.383 acres of land, more or less, also being out of and a part of that certain 3066.2 acre tract of land which was conveyed to S.O.A.W. Enterprises, Inc., by deed dated June 6, 1977 and recorded in Volume 126 at Page 261 of the Deed Records of Kendall County, Texas, said 7.383 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the centerline of a road and 60 foot wide road easement, said point being located approximately South 69° 52' West, 2505.4 feet from the southeast corner of the Mary Cowan Survey No. 156, Abstract No. 638;

Thence South 49° 35' 15" East, with the centerline of said road and easement, 365.0 feet to a point;

Thence South 50° 14' West, at 30.45 feet an iron pin on line a total distance of 867.67 feet to an iron pin;

Thence North 57° 34' West, 377.72 feet to an iron pin;

Thence North 50° 14' East, at 890.4 feet an iron pin on line a total distance of 920.85 feet to the place of BEGINNING.

I, Dan B. Bunker, Registered Public Surveyor, in the State of Texas, hereby certify that the foregoing field notes are true and correct according to an actual survey made on the ground under my supervision on October 13, 1980. Revised February 24, 1981.

Dan B. Bunker

Dan B. Bunker, R.P.S.
Texas Registration No. 2712

278-286REVISED

VOL 314 PAGE 935

FILED FOR RECORD

1989 JUN -6 AM 11: 25

DARLENE HERRIN
COUNTY CLERK, KENDALL COUNTY

BY Paula Pfeffer 435

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamp-
ed hereon by me; and was duly RECORDED, in the
Official Records of Kendall County, Texas on:

JUN - 8 1989



Darlene Herrin

County Clerk
Kendall County, Texas

By Paula Pfeffer

Deputy

The State of Texas. #

County of Kendall. # KNOW ALL MEN BY THESE PRESENTS: That we, Otto Cowan of Kendall County Texas, for and in consideration of the sum of Five no/100 dollars to us cash in hand paid by West Texas Utilities Company, a private corporation, the receipt of which is hereby acknowledged, have bargained, sold and conveyed and by these presents do hereby bargain sell and convey unto the said West Texas Utilities Company, a private corporation, its successors and assigns, an easement and right of way across the following described real estate situated in Kendall County, Texas, with the right to construct, operate, patrol maintain and repair its transmission line, including a private telephone line along said easement for said purposes and including necessary poles and fixtures, and authority for cutting and trimming all trees along the line necessary to keep the wires cleared, and with the right to set the necessary guy and brace poles and attach to trees and to maintain the needed guy wires together with the right of ingress and egress across said property for the above named purposes. Said real estate across which said easement is granted being described as follows: Situated in Kendall County, Texas and being in the Said easement along which said line of transmission extends is described as follows: Beginning at a point in the W.B. line of the above described property 1017.0 feet N. of the S.W. corner thence S. 20° 40' E. 1030.6 feet across said property to a point in the S.E. line 1113.0 feet W. of the S.E. corner. To have and to hold the above described easement, rights and privileges unto the said West Texas Utilities Company, its successors and assigns forever so long as same are used for said purposes. And we hereby warrant unto said West Texas Utilities Company, its successors and assigns that we have the title to said property and the right to convey said easement and that we will forever warrant and defend the title to same to the said West Texas Utilities Company, its successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof so long as said easement is used for said purposes for which it is granted.

Witness our hands this the 14th day of August A.D. 1926.

Otto Cowan,
Mrs. Mary Cowan.

The State of Texas. #

County of Kendall. # Before me the undersigned authority on this day personally appeared Otto Cowan and Mary Cowan, 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 Mary Cowan wife of Otto Cowan having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Mary Cowan 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 16. day of August A.D. 1926.

F.A. Koelle, J.P. Comfort, Texas

(Seal)

Ex Officio Notary Public.

Filed for record in my office the 25. August 1926 at 1 P.M. and recorded this 26. August 1926 at 10 A.M.

Otto Schaeppel
Co. Clk. Kendall Co. Texas.

The State of Texas. #

County of Kendall. # KNOW ALL MEN BY THESE PRESENTS: That we, Mrs. Nannie Houston of Kendall County, Texas, for and in consideration of the sum of One hundred thirteen dollars

DEED 93

502

THE STATE OF Texas } 4100
COUNTY OF Kendall } KNOW ALL MEN BY THESE PRESENTS, EXCHANGE 4100
That Bob Davenport } C. ADEN NO. 274

of the County of Kendall and State aforesaid, for and in consideration of the sum of One dollar Dollars (\$1.00) to Bob Davenport in hand paid by THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTHWESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 10 feet in width to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Abstract	Cert.	Survey	Original	Area
401	Block	Div	Shantee	75.38
55-	344	- 200 1/2	BERRY J. B	87
217-	1/34	- 847	CC + SF RR	440
219-	1/33	- (845	DO	200
319-	1/33	- 845	DO	640
627-	248	- 163	CCSD + R449RR	640
627-	250	- 169	DO	460.8
696-	217	- 241	C + M RR	502
1018-	287	- 242	EBERS L.	

Situated in Kendall County, State of Texas and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line when constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over any (one) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 9 day of February, 1966

Bob Davenport

CERTIFICATE OF ACKNOWLEDGMENT FOR DEEDS

THE STATE OF Texas
County of Kendall

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

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 9th day of February, A. D. 1966

Notary Public Kendall County, Texas

FILED for record this 10th day of October 1966 at 10:38 o'clock A. M.

RECORDED this 13th day of October 1966 at 3:10 o'clock P. M.

By: James R. [unclear] Deputy James R. [unclear] County Clerk, Kendall County, Texas.

4101

FORM 25-103

THE STATE OF TexasEXCHANGE Garfield [unclear]COUNTY OF St. Lawrence

KNOW ALL MEN BY THESE PRESENTS:

ORDER NO. 2That Eddie Klinskich + Laura Klinskichof the County of Kendall and State aforesaid, for and in consideration of the sum of

One dollar - Dollars (\$ 1.00) to Eddie Klinskich in hand paid by
THE SOUTHWESTERN STATES TELEPHONE COMPANY, a Delaware corporation, the receipt of which is hereby acknow-
ledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto THE SOUTH-
WESTERN STATES TELEPHONE COMPANY, its successors and assigns, an easement 20 feet in width
to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee
may from time to time require, consisting of buried cable, markers and accessory fixtures and appurtenances, over, across,
under and upon the following described property to wit:

Abstract	Cert.	Survey	Original	Acres
<u>490</u>	<u>Black</u>	<u>Div.</u>	<u>SCHILDT, T.</u>	<u>80</u>
<u>760</u>	<u>—</u>	<u>616</u>	<u>SCHNEIDER, C</u>	<u>80</u>
<u>958</u>	<u>—</u>	<u>289</u>	<u>DO</u>	<u>130</u>
<u>951</u>	<u>—</u>	<u>289</u>	<u>DO</u>	<u>167</u>

Situated in Kendall County, State of Texas, and the Grantor(s)
recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that
the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of ingress and egress over my (our) adjacent lands to or from said right of way for the
purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated
appurtenances over, under, across and upon the above described property, and the right to place markers and other devices to support
or mark said construction where necessary. All Cable Terminal Poles or Pedestals and Warning Signs shall be located within the
easement described above, and shall be as close to the highway right of way adjoining it as possible.

The Grantor also agrees to include the right to relocate said buried communication cable on said premises to conform to any future
highway relocation, widening or improvement.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface
or grass or crops located thereon resulting from original construction by Grantee. Should Grantee, or its agents or employees, subsequent
to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to
perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the
course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which
might have advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantor, its successors and assigns, until said
line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the
above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully
claiming or to claim the same or any part thereof.

WITNESS me and this 5th day of February, 1966

Eddie Klinskich
Laura Klinskich

Vol 136 Page 1049

LINE NO. 79-296

EASEMENT NO.

NAME

30828

RIGHT OF WAY EASEMENT
(Distribution)

THE STATE OF TEXAS)

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS:

(S.O.A.W. Enterprises, Inc.)

That the undersigned Alamo Springs Subdivision (Bill Wilkins)
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the **CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.**, a corporation, whose postoffice address is **FREDERICKSBURG, TEXAS**, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kandall, State of Texas and more particularly described as follows:

A tract of land located approximately 13 miles north
(Show Direction Above)

from the town of Comfort; and bounded on
the ~~XXXX~~ by land owned by:

Lot #86
on the ~~XXXX~~ by land owned by:

on the ~~XXXX~~ by land owned by:

and on the ~~XXXX~~ by land owned by:

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 29 day of October, 1979
Sealed and delivered in the presence of:

Monique O. McManis
Date October 29, 1979

S.O.A.W. ENTERPRISES, INC.
By: Carla Tynes L.S.
Carla Tynes L.S.

FILED FOR
RECORDED
BY: AS

1050

Please take a good look at this

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

County of... Bexar)
Before me, the undersigned authority, on this day personally appeared... Carla Tynes
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 ... 29 day of ... October ... A.D. 19... 79

... Blanca R. Hawn ...
Notary Public, ... Bexar ... County, Texas.

FILED FOR RECORD THIS 11TH DAY OF February, 1980, AT 4:31 O'CLOCK P.M.
RECORDED THIS 20TH DAY OF February, 1980, AT 11:15 O'CLOCK A.M.
BY: Darlene Herrin DEPUTY SHIRLEY R. STEHLING

RAL
id il:

high-
traes
ne to

urpose

least

ear of

o read

979

L. S.

L. S.

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. 99-0539



P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

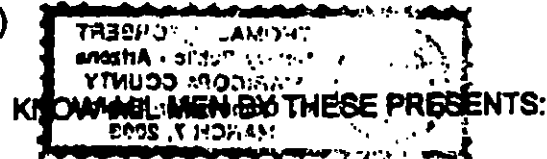
EASEMENT NO. _____

NAME _____

0142998 Vol 636 Pg 797

RIGHT OF WAY EASEMENT

(Distribution)



STATE OF TEXAS

COUNTY OF Kendall

That the undersigned Ann C. Stewart - attorney in fact hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kendall, State of Texas and more particularly described as follows:

A tract of land located approximately 1.2 miles South from the town of Fredericksburg.
(Show Direction Above)

and bounded on the north by land owned by: Alamo Springs Lot #4 (Bill Ashby)

on the south by land owned by: Alamo Springs Lot #2

on the east by land owned by: Alamo Springs Lot #21

on the west by land owned by: ANCIENT COAST ROAD

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating, electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall inure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 2 day of August

19 99

Sabitha J. I. Stewart L.S.

Ann C. Stewart L.S.
Ann C. Stewart

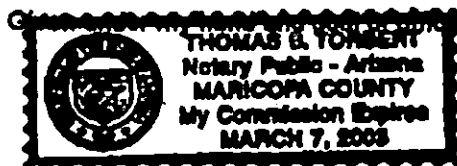
DATE: August 2, 1999 L.S.

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas Arizona

County of Maricopa

Before me, the undersigned authority, on this day personally appeared Ann C. Skene - attorney in fact, 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 2 day of August, 1997

Notary Public, Maricopa County, Texas
Arizona

For the joint acknowledgment of man and wife, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____ and wife, _____, 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.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public, _____ County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public, _____ County, Texas

WITNESS ACKNOWLEDGMENT

The State of Texas

County of _____

Before me, the undersigned authority in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw _____, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this _____ day of _____, 19____.

Notary Public, _____ County, Texas

EASEMENT	From	To	CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.	Filed	The _____ day of _____, 19____, at _____ o'clock _____ M. In _____ County Records.	I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume _____, pages _____.	County Clerk	By: _____ Deputy	After Recording Return To:	CENTRAL TEXAS ELECTRIC COOPERATIVE, INC. P.O. Box 553 Fredericksburg, Texas 78624-0553

Filed for Record in:
Kendall County
Darlene Herrin
County Clerk

On: May 08, 2000 at 02:54PM

Document Number: 0142998
Total Fees : 11.00

Receipt Number - 25013
By Deputy: Paula Pfeiffer

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS
COUNTY OF KENDALL
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:

MAY 09 2000



DARLENE HERRIN, County Clerk
Kendall County, Texas

By: ASM Deputy

GRANTOR: S.O.A.W. Enterprises, Inc.

GRANTEE: GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
P.O.Box 1013, Brownwood, Texas

VOL 221 PAGE 826

EASEMENT AND RIGHT-OF-WAY

45596

THE STATE OF TEXAS
COUNTY OF KENDALL

KNOW ALL MEN BY THESE PRESENTS:

EXCHANGE FREDERICKSBURG
LOC. CODE 5127
ORDER NO 6E0154

That IT, S.O.A.W. ENTERPRISES, INC.

of the County of BEXAR and State of TEXAS, for and in consideration
of the sum of One and no/100 Dollars (\$ 1.00) to it in hand paid by

General Telephone Company of the Southwest, P.O.Box 1013, Brownwood, Texas 76801,
a Delaware corporation, the receipt of which is hereby acknowledged and confessed, have this day granted and
conveyed and do, by these presents, grant and convey unto General Telephone Company of the Southwest, its
successors and assigns, an easement of right-of-way for a communication line, or lines, consisting of variable
number of wires, and all other necessary or desirable appurtenances (including towers, li-frances or poles made
of wood, metal or other material, props and guys), at or near the location and along the general course now
located and staked out by Grantee, over, under, across, and upon the following described property, situated in

KENDALL County, State of TEXAS to wit:

All of that certain tract or parcel of land containing 3,066.2 acres of land,
being 513 acres of the Louis Ebers Survey No. 242, Abst. 1018, 642 acres of
the C.C.S.D. & R.G.N.G.R.R. Co. Survey 163, Abst. 627, 483 acres of the
C&M RR Co. Survey 241, Abst. No. 696, 638 acres of the C.C.S.D.&R.G.N.G.RR Co.
Survey No. 167, Abst. 629, 640 acres of the G.C.& S.F.RR Co. Survey 845, Abst. 219,
98 acres of the G.C.&S.F.R.R. Co. Survey 847, Abst. No. 217, 68.7 acres of the
John B. Berry Survey 300, Abst. No. 55.

An easement ten (10) feet in width, said easement being five (5) feet each side of
a centerline, said centerline being the line formed by the placement of aerial
telephone cable on Central Texas power poles or General Telephone poles, where
necessary, including buried telephone cable.

The Grantor(X) recognizes that the general course of said lines, as above described, is based upon
preliminary survey only, and Grantor(X) hereby agree(s) that the easement hereby granted shall apply to the
actual location of said lines when constructed.

The said easement is hereby expressly enlarged insofar as it is agreed to include the overhead easement and
overhang of crossarms, wire or cable attached to the Grantee's poles, also to include the necessary easement to
accommodate the said wires, fixtures, crossarms and guy wires. Together with the right of ingress and egress
over my ~~XXXX~~ adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining,
constructing, reconstructing, operating and removing its lines and appurtenances over, under, across and upon
the above described property; the right to grant licenses to other telephone, telegraph, or power companies, or
governmental bodies, for the purpose of permitting these parties to string wire or other desirable appurtenances
on said line; and the right to trim trees or shrubbery to the extent, in the sole judgment of Grantee, as may be
necessary to prevent possible interference with the operation of said line and equipment or to remove possible
hazards thereto.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its
successors and assigns, until said line shall be abandoned.

And I (X) do hereby bind myself ~~XXXXXX~~, my ~~XXXX~~ heirs and legal representatives, to warrant and
forever defend, all and singular the above described easement and rights unto the said Grantee, its successors
and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 23 day of March 19 84.

Grantors Signature

(Print Grantors Name)

Grantors Signature

(Print Grantors Name)



Grantors Signature

S.O.A.W. ENTERPRISES, INC.

W. W. WIMBERLY, PRESIDENT

(Print Grantors Name)

Grantors Signature

(Print Grantors Name)

CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

VOL 221 PAGE 827

THE STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

(Signature) _____

(Print name) _____

Notary Public, State of _____

My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGEMENT FOR INDIVIDUALS

THE STATE OF _____

County of _____

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stated herein by me and was duly RECORDED in the Official Records of Kendall County, Texas on:

April 5, 1984



Darlene Herrin
County Clerk
Kendall County, Texas

By: *Sharon Minter* CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS

County of BEXAR

This instrument was acknowledged before me on March 23, 1984, by

W.W. Wimberly, President of S.O.A.W. Enterprises, Inc.

FILED FOR RECORD
1984 APR - 1 PM 1:34
COUNTY CLERK
KENDALL COUNTY
TX

Sharon Minter

_____, on behalf of said corporation.

(Signature) *Dee Osbon*

(Print name) Dee Osbon

Notary Public, State of TEXAS

My Commission Expires: 3/20/85

EASEMENT AND RIGHT OF WAY

FROM S.O.A.W. ENTERPRISES, INC.

TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
P.O. Box 1013, Brownwood, Texas 76801

THE STATE OF TEXAS

County of KENDALL

I, _____, Clerk of the County Court of Kenda-1 County, do hereby certify that the above instrument of writing was filed for record in this office on

_____ A.D. 19 84, at _____ o'clock _____ M. and duly recorded on

_____ A.D. 19 84, at _____ o'clock _____ M. in the _____

_____ records of said County in Vol. _____ on page _____.

Witness my hand and seal of office in _____ the day and year last above written.

By _____ Deputy _____ Clerk, County Court, _____ County

AFFIDAVIT TO THE PUBLIC

The County of Kendall:

STATE OF TEXAS

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

X ANN C. STEWART

owner(s)

who, after being by me duly sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in Kendall County, Texas and being more particularly described as follows:

117 ANCIENT COAST, FREDERICKSBURG, TX 78624

property location/description

The undersigned further states that he/she will, upon sale or transfer of the above-described property, request a transfer of the permit to operate such surface application system to the buyer or transferee.

Any buyer or transferee is hereby notified that an aerobic system requires a maintenance contract with an approved maintenance company for use of the system.

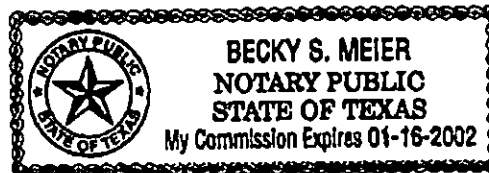
State of Texas
County of Kendall County

This instrument was acknowledged before me on: 11TH Day of DECEMBER, 2001.

X Ann C. Stewart
Owner Signature

Owner Signature

Becky S. Meier
Notary Public, State of Texas



This Affidavit must be notarized and recorded at the County Clerks office, return a notarized copy to the Kendall County Development Management office

Filed for Record in:

Kendall County
Darlene Herrin
County Clerk

On: Dec 12, 2001 at 01:30PM

Document Number: 0157222
Total Fees : 9.00 *pd.*

Receipt Number - 39009
By Deputy: Donna Stewart

This Document has been received by this Office for
Recording into the Official Public Records. We do
hereby swear that we do not discriminate due to
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS
COUNTY OF KENDALL

I hereby certify that this instrument was filed in
File Number Sequence on the date and at the
time stamped hereon and was duly recorded in
the Official Records of Kendall County, Texas on:



DEC 13 2001
DARLENE HERRIN, County Clerk
Kendall County, Texas

By: ASm Deputy
