## SCENIC ACRES RESTRICTIONS

There are no lestrictions

## OTHER ECCEPTIONS

- Mineral reservation by Grantor, as described in instrument from Jack Peterson et ux, et al to Billy Gene Lawrence, dated February 23, 1968, recorded in Volume 132, Page 149, Deed Records of Kerr County, Texas, reference to which instrument is here made for all purposes, together with all rights, expressed or implied in and to the property covered by this policy arising out of or connected with said interests and conveyance. Title to said interest not checked subsequent to date of aforesaid instrument.
- Road and Utility Easements as per the Plat recorded in Volume 3, Page 77, Plat Records of Kerr County, Texas.
- Oil, Gas Lease dated September 4, 1974, recorded in Volume 17, Page 554, Oil & Gas Lease Records of Kerr County, Texas, executed by and between Jet Fellows and Burley Fellows, and Burmah Oil and Gas Company; said lease having been assigned to Wewoka Exploration Company by Partial Assignment of Oil and Gas Leases dated January 8, 1975, recorded in Volume 17, Page 715, Oil & Gas Lease Records of Kerr County, Texas; said partial assignment having been assigned to Cotton Petroleum Corporation by Assignment dated November 23, 1977, effective on September 1, 1977, recorded in Volume 18, Page 67, Oil & Gas Lease Records of Kerr County, Texas. (CAN BE DELETED UPON RECEIPT BY TITLE COMPANY OF AN ACCEPTABLE AFFIDAVIT OF NON-PRODUCTION)
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other
  minerals, together with all rights, privileges, and immunities relating thereto,
  appearing in the Public Records whether listed in Schedule B or not. There may
  be leases, grants, exceptions or reservations of mineral interest that are not
  listed.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

YOL /32 PAGE /49

THE STATE OF TEXAS I KERR COUNTY OF EXAMPLE ()

401

KNOW ALL MEN BY THESE PRESENTS:

That we, JACK PETERSON and wife, ELLEN PETERSON of Bexar County, Texas, and GEORGE GRAY PETERSON and CHARLES DESHA PETERSON of Kerr County, Texas, (hereinafter cailed Grantors, whether one or more), for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration cash in hand paid by BILLY GENE LAWRENCE (hereinafter called Grantees, whether one or more) of the County of Chambers, State of Texas, the receipt and sufficiency of which is hereby acknowledged and confessed,

and the further consideration of the sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars, paid to Grantors by the First National Bank of Baytown (hereinafter referred to as Beneficiary) at the special request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as the evidence of such advancement, the said Grantees herein have executed their note of even date herewith for the sum of One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars payable to the order of said Beneficiary, bearing interest at the rate of Seven and One-Half (75%) per snnum, the principal being due and payable in semi-annual installments of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars (or more) each, payable on the 1st day of March and September of each calendar year, beginning on the lat day of September, 1968, and continuing regularly and semi-annually thereafter until said principal sum has been luly paid. Interest computed on the unpaid balance shall be due and payable semi-annually as it accrues, on the same dates as, but in addition co, said installments of principal; said note is secured by a Vendor's Lien herein executed by the Grantees herein to GRANVILLE LAUGHLIN, TRUSTEE, reference of which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, sets over, assigns and conveys unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors favor and by said Grantors assigned to the Beneficiary, without recourse

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein of the County of Chambers, State of Texas, all of that certain lot, tract of land, together with all improvements thereon lying and being situated in the County of Kerr, State of Texas, more particularly described as follows, to-wit:

All that certain tract or parcel of land, being 1,017 acres of land, more or less, lying and being situated in the County of Kerr, State of Texas, and described as follows, to-wit:

Being situated in Kerr County, Texas, on the draws of  $J_0hnson\ Creek\ out\ of\ surveys\ as\ follows:$ 

1st: (648.9) Six hundred forty-eight and 9/10 acres of land out of Survey No. 3, B. S. & F., Certificate No. 1/73.

2nd: (200) Two hundred acres of land out of Survey No. 4, in name of Allen Smith.

The whole being more particularly described by metes and bounds as follows:

BEGINNING at the North corner of Survey No. 3, fr. wh. a Black Jack 8" brs. S. 67 W. 14 vrs;

THENCE S. 45 E. 1928 vrs. with its N. E. line to its E. corner and the N. corner of Sur. No. 4 at 2522 vrs. corner in N. E. line of said No. 4 fr. wh. E. L. O. 12" N. 54 W. 75 vrs. do. 10" B. 34 E. 48 vrs;

THENCE S. 45 W. 1900 vrs. corner in S. W. line No. 4 at Kerrville and Junction Road;

THENCE N. 45 W. with line of said road and line of Surveys No. 4 and 3, 2522 vra. to the West cor. of said No. 3;

THENCE, N. 45 ... 1900 vrs. to the place of BEGINNING, containing an aggregate of 848.9 acres.

ALSO all that certain tract or parcel of land lying and being situated in Kerr County, Texas, about 22 miles N. 45 W. of Kerrville, out of Survey No. 1.B. S. & F. Scrip No. 1/75, more particularly described by metes and bounds as follows:

BEGINNING at the North corner of Sur. No. 3, B. S. & F., Certificate No. 1/73, also West corner of Sur. No. 5;

THENCE N. 45 W. 583-1/2 vrs. to corner this tract fr. wh. a L. O. 10 N. 68 W. 22 vrs. a do. 8" S. 23 1/2 W. 45 vrs.;

THENCE S. 45 W. 1900 vrs. passing corner of Sur.No. 748, H. Fisher, and with its S. E. line to the W. line of said No. 1 on E. side of Kerrville and Junction road;

THENCE S. 45 E. 583-1/2 vrs. with said road to the West corner of said No. 3;

THENCE N. 45 E. 1900 varas with N. W. line said No. 3, to the Place of BEGINNING; containing 196-4/10 acres.

LESS and EXCEPT all that certain tract or parcel of land, lying and being situated in Kerr County, Texas, out of Survey No. 4, in the name of Allen Smith, and described by metes and bounds as follows:

BEGINNING at a point in the Northeast line of Survey No. 4, Allen Smith, S. 45 E. 260 feet from its north corner;

THENCE S. 45 E. 144 feet, slong the northeast line of Survey 4, Allen Smith, to stake for corner;

THENCE, S. 45 W. 364.5 feet to stake for corner;

THENCE N. 45 W. 144 feet to stake for corner;

THENCE N. 45 R. 364.5 feet to stake, the place of BEGINNING, containing 1.2 acres of land, more or less, and being the identical property described in that certain deed dated December 14, 1966, from Elizabeth D. Peterson to George Gray Peterson and Charles Déaha Peterson, of record in Volume 126, Page 665, Deed Records, Kerr County, Texas, to which instrument and the record thereof reference is here made for all purposes.

SUBJECT to the right-of-way deed of Hugo Ahrens and wife, Ella Ahrens, to the State of Texas for highway purposes, said deed dated January 31, 1946, recorded in Vol. 82, Page 435, Deed Records, Kerr County, Texas.

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This conveyance is further made and accepted subject to all restrictions, covenants, conditions, rights-of-way, essements, if any, affecting the above described property, that are valid, existing and properly of record.

It is expressly agreed and understood that there is excepted from this conveyance and reserved to grantors herein, 1/2 of s11 of the oil, gas and other minerals in, under and that may be produced from the hereinabove described property.

Taxes for the current year have been pro-rated as of the date hereof and Grantees assume and agree to pay the same, this conveyance is made and accepted subject to any and all restrictions, and easements affecting the use of the premises herein conveyed, now of record in the County Clerk's Office in said County.

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 we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

EXECUTED this the 250 day of February, A. D., 1968.

Jack Peterson

en Pite

Ellen Peterson

George Cray Peterson

Charles Desha Peterson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JACK PETERSON and wife, ELLEN PETERSON, 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 ELLEN PETERSON, wife of the said JACK PETERSON, having been examined by me privily and spart from her husband, and having the same fully explained to her, she, the said ELLEN PETERSON, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and Senalderation therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the Adad day of February, A. D., 1968.

KIERLE PULLET

Notary Public in and for
Both County, Texas

THE STATE OF TEXAS I

COUNTY OF KERR Y

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared GEORGE GRAY PETERSON, 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 purposez and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23/1/ day of Pebruary, A. D., 1968.

Betty Burney

Notary Public in and for Kerr County, Texas

THE STATE OF TEXAS I

COUNTY OF KERR Y

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared CHARLES DESHA FETERSON, 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 commanderation therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the Bad day of February, A. D., 1968.

Bo7+4.1.6

L. BURNEY

FILED FOR RECORD

Notary Public ist and for

at 4:35 o'clock PM.

FEB 23 1968

Clerk County Court, Kerr County, Texase

By Cattle Witt Deputy

Filed for record February 23, 1968 at 4:35 o'clock P. M.

Recorded February 26, 1968 EMMIE M. MUENKER, County Clerk

By May Mer Lant Deputy

PRODUCERS OF TEX. A 10301	OIL, GAS ATTEMENTS	•	PAGE 554
JET FELLOWS and BURLEY FELLOWS	day of <u>September</u>	19.74 between	
bereis called leaser (whether one or more), and	BURMAH OIL AND GAS COMP	(Post Office Address	
I. Lossor, in consideration of Ten & No/list hand paid, receipt of which is here acknowledged, an and lets acclusively unto lesses for the purpose of in the purpose of language and later account layering gas, waters, other fulfe, as and other structures and things thereon to produce, as from, and bossing and otherwise caring for its supplementation.	d of the royalies berein provided and of it wastgating, exploring, prespecting, drillind of air into embentface trata, is judge plos its, take cars of, treat, process, store and the following described land is	e agreements of the lesses berein continues and operating for and lives, storing of the building tanks, potentially and the properties of the storing of the properties of the	itiare (S. 10 a 00 nata iname producing oil, gas, and all wer stations, tolephone lines, broducts manufactured there-
968.098 acres, more or less, ou B. S. & F. Survey No. 3, Abstra No. 1411, these lands being mor Warranty Deed dated June 12, 19 said Deed being recorded in Vol Texas to which reference is mad	et No. 59, and Bunk Nels e fully described by met 71 from Billy Gene Lawre ume 149. Page 821 of the	ion Survey No. 4, Abs ies and bounds in tha	tract
Notwithstanding any particular description, is in the land so described but also any and all other land the beroin described and up to the boundaries of the abulantial described and up to the boundaries of the abulantial description of the state of the same	ting landowners. For the purpose of calcul- citually comprises more or less. d, this lease shall remain in force for a s produced from seid land or land with a p. oil, and on other liquid hydroparbone product of the	term of him every bear from this de hick said and in the well, one-eighth of the	ining surveys, and adjoining ser provided for, said land is the (called "primary term"), it produced and saved from
secretaria at the gas on sold of used, provided that on all of the control of the	and sold at the wells the royally shall came blade an unlawer of the expiration, where the term [ras well' shall finched wells or governmental authority) and such well or music royally equal to the amount of driay of if such payment or tender le made. It all the for one [1] year from the date such put for the such providence of the royally lapid moder all providence of the through the providence of the royally apaid moder all providence of the royally apaid moder all government and the such put of the royally apaid modern all when the royally according to the owners thereof an any put of the royally according to the owners thereof an arrangement of the such advance payment; and when there it their investibles continue in force for y [90] days following the date to which in Any assigness hareunder may commence or	be one-cighth of the amount realis- late the season design accession of the primary term of this lease, if a grable of producing natural gas, c wells are that to before or after per rentals provided for in this lease for each be considered under all provide symmetric tender is made, and in like it lease that gas is being produced or royally may be paid or lendered or royally may be paid or lendered or production from the leased premise a shatter gas well or wells on the is a state of the production of the provided of neutral (187) days from the period of neutral process as the constant of the process of the production of the productio	the mouth of the well of of from such sale; see-eas at the such such such such such such such such
by another bank, or for any resum fall or refuse to sense a recordable featurest making provision for a sense or tender of rental may be made by check or d	year from this data lesses shall pay or ten  (19 968.] 0	der to the lessor a rental of 11 g.  the privilege of deferting comment illy, the commencement of end open Payment or tender may be med (or any successor bank) shell fall, default until thirty (30) dave all days depositary charge is a flash)	ne_Hundred_Sixty- rement of such operations rement of such operations at the lessor or to the ks, or any successor thereof, Hundlate, or he succeeded fter lessor shall deliver to ly of the lessor. The pay-
or parts thereof for the preduction of oil, as seen the cont 1007, thereof, and units poined for gas hereunder at if any Federal or State law, Frecutive order, rule or regular acreasy par well, then any such units may remarke as muchali file written unit designations in the county in which Drilling operations and production on any part of the pool described in this Issae whether the well or wells be located partnesses, except the payment of roystites on production for residue on production forms a unit so poofed only such por thereig on an average bosis bears to the total acreage so potentials.	its into sease, the land devered by it or any season-making. Units pooled for oil hereined, at the one shall present a specing pattern for attention shall present as specing pattern for the permit secretary as may be so present the permit secretary as a may be so present the permit secretary as a season of the the permit secretary as a season of the de acreage shall be transied as for on the land covered by this lease or not, some the pooled unit, as if it were included tion of the royally attpulated herein as the loted in the particular unit involved.	part thereof with any other land, it shall not exceed eighty (80) across or shall not exceed eighty (80) across that a contract of the development of the field or allow ed or as may be used in such allow by be designated either before or eff. by the designated either before or eff. or except of the designation of the entire across posiciol into a un mount of his across piaced in the amount of his across piaced in the amount of his across piaced in the	case, learn, mineral estates plus a folloamto of ton per 10°21 thereof, provided that to a producting allowable as cation or allowable. Learne er the completion of wells, plustion was from the land not shall be treated for all herein provided, leaver shall unit or his royalty interest
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draw and remove the control of star the expiration of the control	this lease to remove all property and in assigned in whole or in part and the join is ownership of the land, rentale change or division in the ownership of the change or division in the ownership of the change or division in the ownership of the change of the lease in the surface area of each of the lease, in whole or in part, the signes of part or parts hereof shall fall to comply with any other provision of is the extension of the performance of any surrement of said or dispersions of the performance of any surrement or cover in performance of any surrement or cover or ownership of the or ownership or ownership of the ownership	tures placed by leaver on said law origina hereof shall extend to the providing house of said law or regalities, however accomplished, land, centals or restalling or serifice open the portion of said land, the rentals not such assignment of such assignment of such assignment or make default shall not afternated to make default shall not afternated and the said of the said such assignment of the said such assignment of the said such as	out of the control of the proportionate part of any product, labor, request enseted or promul-
request or force majoritom consisting ordinal operations, are terminals in or the calcular recoverable and for a period of terminals in or the calcular recoverable and for a period of the sensor period of the sensor berely marranta and agrees to defend of the li-Luson berely marranta and agrees to defend of the li-Luson berely marranta and agrees to defend other li-Luson berely marranta and agrees to defend ones religious and a sensor defends and the sensor of the sensor than the ordinal should say say or more of the perties named above as its these same.  11. Luson, laylie accessors and and pray, shall have a substrate of the perties to the issues, or by	ed and inoperative and this lease shall con rm.  I the title to said land, and sgrees that so, it shall be subregated to such lies a pairment of lease's rights under the wa- few simple estate, then the revaller an- sore fall is execute this lease, it shall n	tinue in full force. If any period of it canee, at its option, may dischargill the right to enforce same and a reanty in the event of failure of the renty in the event of failure of the rentals to be paid lessor shall be eventheless has hadden as	see that might operate to suspension occurs during re any tax, mortgage, or pply rentals and royalties life. It is agreed that, if reduced proportionally;

referred from all objections, expressed or implied, of this agreement as to the acre the properties that the acroage severed hereby is reduced by and release a release. IN WITHERS WHEREOF, we sign the day and year first above written.

WITHERES:

Burley Enlows Mary (und Lahus Burley Etllows

3101 Unprint Rds

See Attached copy for paragraph #12: being made a part of this contract:

	COUNTY OF BEXAL	•		TOL: 17	PAGE 855
	BEFORE ME, the undersigned authority, a h	lotary Public in and for	BexAR	Count	7, Taxas, on this
	day personally appearedlet Foll	lows	h		
	subscribed to the foregoing instrument, and acknow therein expressed.	riedged to me thathe c	executed the same for the	ре Битьовес и	nd consideration
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	COUNTY OF Thece c	j			· 13
	PRIORY MP ALAMAIA				
	BEFORE ME, the undersign and State, on this day person	ned, a Notary Pub onally appeared	olic in and for	said Cou	nt <b>y</b> :
İ	BURLEY FELLOWS known to me to be the person	whose name f	S :		<del></del>
	aubscribed to the foregoing he execu	instrument, and a	cknowledged to	me that	
	consideration therein expres	sed.	ene parposes at	ių	
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1.2.

- Notwithstanding any provisions contained in Paragraphs 1-11 herein to the contrary, the following provisions shall be made a part of this lease and shall control the obligations and duties of the parties in those instances in which they may be construed as inconsistent with previous paragraphs of this lease:
  - (a) Lessee shall only have the right to drill oil and gas wells into those portions of the surface of the leased premises described as follows:

TRACTS 4, 12, 13, 20, 21, 22, 26, 28, 38, 43, 51, 59, 66, 69, 70, and 71, SCENIC ACRES Subdivision, Kerr County, Texas, according to a plat thereof recorded in Volume 3, Page 77, of the Plat Records of Kerr County, Texas, a copy of said plat being attached hereto.

On those portions of the leased premises not described in this subparagraph, Lessee shall not drill wells; inject gas, waters or other fluids; lay pipelines; build tanks, power stations, telephone lines or other structures; produce, save, take care of, treat, process, store or transport oil and gas; or conduct surface operations of any nature.

It is the intention of the parties hereto that Lessee shall have the right to oil and gas situated beneath the surface of the entire leased premises, but that Lessee's surface operations shall be confined to those portions of the property described in this subparagraph. Lessee shall have the express right to drill directional or slant-hole wells into those portions of the surface described herein.

(b) Lessee's right of ingress and egress to and from the leased premises shall be strictly limited as follows:

On, over, or across those portions of the leased premises described in 12(a) as well as over presently existing dedicated roadways in the Scenic Acres Subdivision, as shown.

Lessee will not cut, dig, grade, "bulldoze," or otherwise change the condition of said leased premises or any road now locateu thereon, except only insofar as it is absolutely necessary in order for Lessee to move trucks, machinery and equipment as above provided. Lessee shall do all such work at its sole cost and expense and will not permit such work to be done by a county road crew and equipment. Lessee, for itself, its successors and assigns, agrees to compensate Lessor for the actual damage, if any, resulting to the surface of said land, roads, fences, improvements, trees, and grass by reason of Lessee's operations, and further to restore the surface of said land as near its original condition as is reasonably possible after Lessee has completed each operation on said land. The land covered by this lease is now being used for residential subdivision purposes and will continue to be used for such purposes, and to that end, Lessee, in the prosecution of all its operations hereunder, agrees that its rights shall be secondary and inferior to landowners in the subdivision, and further agrees to exercise reasonable care

to prevent injury or damage being done to the property, both real and personal, of Lessors, their assigns and tenants, either by virtue of its operations or from undue trespass on said land by other persons than Lessee, its agents, employees or licensees. Lessee further agrees that it will not keep or bring cattle or livestock on said leased premises and that it will not permit its agents or employees to do so. For breach of these agreements, Lessee shall be held liable in damages. Lessee agrees that it will not permit other parties to conduct seismic operations on the land covered hereby without express prior written permission of Lessor.

- (c) Lessee, for itself, its successors and assigns, specially covenants and agrees with Lessor that it will prevent the escape of salt water, brackish or other noxious waters and will not permit the same to run into or reach any stream, creek, lake or water well on the premises or into any surface tank thereon, and further agrees that any and all such noxious water strata as may be encountered in drilling of any well hereon will be securely cased and cemented off so that such water will not be permitted to escape therefrom or reach or permeate any other strata. Lessee further agrees that any such salt, brackish or other noxious matters produced from any well drilled by it on the leased premises will be properly disposed of in compliance with the applicable laws, rules and regulations pertaining to the same.
- (d) Lessee shall conduct all its operations on the said lands in a careful and workmanlike manner and in accordance with good oil field practice.

Lessee further agrees, as part of the consideration for this lease, to protect and save Lessor safe and harmless from any damage or claim on account of injury to person or property occasioned by or arising out of or resulting from operations on the leased premises.

- (e) Notwithstanding any other terms and provisions hereof, Lessee shall not at any time after production is obtained, house any employee on the leased premises. Lessee shall not permit any employee on the premises who is personally unacceptable or obnoxious to Lessor or individuals residing on the leased premises. If any employee of Lessee becomes personally unacceptable or obnoxious to Lessor, or individuals residing on the leased premises, then, upon written request from Lessor to Lessee, such employee will be permanently relieved from duty on the premises and will be immediately replaced by an employee of Lessee acceptable to Lessor.
- (f) Lessee obligates itself to furnish Lessor with a recordable release of any rights granted hereby within sixty (60) days after the termination of this lease.
- (g) Lessee agrees that within thirty (30) days after drilling and other operations are completed on the above described lease premises, it will remove all debris and surplus materials therefrom and will restore the surface contour of such property, including roads, and including levelling of all slush pits and other excavations thereon, to as nearly as possible the same condition that existed thereon prior to the commencement of such operations, and shall compensate Lessor or its heirs and assigns, for actual damages caused by its operations.

- (h) In the event of any suit or action between the parties hereto arising out of, incidental to, or in connection with this lease agreement, the venue for such suit or action is hereby fixed in Bexar County, Texas.
- (i) In no event shall wells be drilled nearer than 200 feet to any presently existing improvements or dedicated roadways without Lessor's prior written consent.
- (j) Lessor expressly reserves the right to alienate, sell, lease, transfer or occupy the surface of the leased premises, except only such parts thereof as are actually occupied by buildings, derricks, tanks, or other improvements of Lessee.
- (k) This lease shall be subject to all rules, regulations and orders of any government, governmental authority, federal or state, or agency thereof.

Burley Reclows

Jet Fellows

LESSORS

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Filed for record November 7, 1974 at 2:15 o'clock P. M.

Recorded November 12, 1974

EMMIE M. MUENKER, Clerk

By Delenda Chreno Deputy

## VIII. 17 PARTIAL ASSIGNMENT OF OIL

STATE OF TEXAS

COUNTIES OF KERR AND KIMBLE 753610

For valuable consideration, the receipt of which is hereby acknowledged, BURMAH OIL AND GAS COMPANY, a Delaware corporation, does hereby transfer, assign and convey unto WEWOKA EXPLORATION COMPANY, its successors and assigns, an undivided fifty percent (50%) interest in and to the oil and gas leases more particularly described in Exhibit "A" attached hereto and made a part hereof, covering the lands more particularly described in said Exhibit "A", situated in Kerr County, Texas, and/or Kerr and Kimble Counties, Texas, together with a like interest in and to all personal property and equipment situated thereon or used or obtained in connection therewith.

To have and to hold an undivided fifty percent (50%) interest of said Oil and Gas Leases described on Exhibit "A" attached hereto, covering the lands more specifically described on Exhibit "A" attached hereto, subject to and in accordance with the terms of said leases and subject to the other matter set forth on Exhibit "A" attached hereto.

This Assignment is made without warranty of title, express or implied.

Executed this May of Jenuary, 1975.

BURMAH OIL AND GAS COMPANY

THE STATE OF TEXAS

COUNTY OF HARRIS

File 129 Day of L.A.D., 1925-2 EMMIE M. MUENKER 1:30 P.M. County Court, Kerr County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared Name I. Nather, known to me to be the person whose name is subscribed to the foregoing instrument, as vice President of BURMAH OIL AND GAS COMPANY, a corporation, and acknowledged to me that said Saura A Shiffer executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration thereis were executed the same for the purposes and consideration the purposes and consideration thereis were executed the same for the purposes and consideration the purposes an executed the same for the purposes and consideration therein.... expressed, in the capacity stated, and as the act and deed \$747 GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the of January, 1975.

> Public in and for Harris County BERDexas

Notary Public in and for Harris County, Texas My Commission Expires June 1, 19, 25

## EXHIBIT "A"

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PAGE		
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Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases from Burmah Oil and Gas Company to Wewoka Exploration Company dated January 1975.

2972-4	2972-3	972-2	972-1	OAG RG
Joyce Lange and husband, Elmer Lee Lange, and Janice Spaeth, a single woman	Alfred Spaeth and wife, Lillie Spaeth	Raymond L. Parker and wife, Pauline G. Parker	Raymond L. Parker and wife, pauline G. Parker, and C. R. Bierschwale, a single man	TESSOR
August 30, 1974	August 30, 1974	August 30, 1974	August 30, 1974	Wewoka Exploration Company Gales January  DATE OF LEASE DESCRIPTION
Tract One: 482 acres, more or less, out of M.A. Chisholm Survey 1890, Certificate 63/51, Abstract 1065; Tract Two: 155.7 acres, more or less, being 143.7 acres out of the North part of ELERR Ry. Co. Survey No. 1040, Certificate of ELERR reserve to 1661, and 12 acres out of W. R. 443, Abstract 1661, and 12 acres out of W. R. Schreiner Survey 1052; These two tracts being a portion of lands conveyed to Alfred Spaeth by a portion of lands conveyed to Alfred Spaeth by Henry Moellendorf et ux by Daed dated August 26, 1938, recorded in Volume 63, Page 23% of the Deed Racords of Kerr County, Texas.	Tract One: All of BS&F Survey No. 2, Certificate 1/75, Abstract 1405, containing 640 acres, more or less; Tract Two: 447.4 acres out of the North part of BS&F Survey No. 1, Certificate 1/75, Abstract No. 61; These two tracts being a portion of the lands conveyed to Alfred Spaeth by Henry Moellendorf et ux by Deed dated August 26, 1938, recorded in Volume 63, Page 234, of the Deed Records of Kerr County, Texas.	The East 345 acres, more or less, of TT Ry. Survey No. 1046, Certificate 365, Abstract \$481, being described by metes and bounds in that certain Warranty Deed dated November 20, 1962, from Herman G. Jung et al to Raymond L. Parker, recorded in Volume 114, Page 44 of the Deed Records of Kerr County, Texas.	The South 401 acres, more or less, of TT Ry. Survey No. 1045, Certificate 365, Abstract 624, being described by metes and bounds in that certain Deed dated May 12, 1964, from C. R. Bierschwale et ux to Raymond L. Parker et ux, recorded in Volume 118, Page 288 of Deed Records of Kerr County, Texas.	iz.
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FILE	LESSOR	DATE OF LEASE	DES CRIPTION B	RECORDING DATA BOOK PAGE	DATA PAGE
2972-5	Andrew M. Knopp and wife, Irene B. Knopp	August 30, 1974		17	564
2972-6	Guenther H. Ahrans and wife, Eloise Ahrens	September 4, 1974	537.5 acres of land, more or less, out of Survey 7, Abst. 5, ACH&B Survey 8, Abst. 1147, ACH&B 7, Abst. 152, Abst. 1680, W. R. Schreiner and Survey 1040, Abst. 1661, EL&RR, and being more fully described by metes and bounds in that certain Deed of Trust dated 8-9-61 and bing recorded in Deed of Trust Records of Kerr County in Vol. 69, Page 178.	17	562
2972-7 O	Minnie Corinne Easley and husband, Joe C. Easley	September 4, 1974	All of GC&SF Ry. Co. Survey 1059, Abst.559, containing 649.2 acres, more or less, and the NW part of GC&SF Ry. Co. Survey 1060, Abst. 1482, containing 279.8 acres, more or less; these lands being more fully described by metes and bounds in that Gift Deed dated February 2, 1959, from Alfred Cameron et ux to Minnie Corinne Easley, recorded in Volume 104, Page 269 of the Deed Records of Kerr County, Texas.	<b>17</b>	560
2972-8	Gene Lock and wife, Kay Lock	September 10, 1974	\$21.286 acres of land, more or less, out of Survey \$744, Abst. A-670, H. Fisher: Survey 1040, Abst. 1661, EI&RR Co; Survey 1890, Abst. 1065, Mrs. M.A. Chisholm; Survey 1065, Abst. 556, GC&SF Ry. Co. and being more fully described in that certain peed dated 11-13-62 from Arthur Hyde et ux to Gene Lock et ux, recorded Vol. 113, Page 615 of Deed Records of Kerr County. Texas, SAVE AND EXCEPT 65.286 acres of land sold by Gene Lock et ux to	17	581

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2972-12

Katherine Knopp

James Joseph Knopp and wife,

2972-15A 2372-14 FILE 2972-13 Jet Fellows and Burley Fellows Winnie Ola Peril, a widow Lizzie Ward, a widow September 4, 1974 October 8, 1974 October 2, 1974 DATE OF LEASE 962 acres of land, more or less, being all of Survey 1044, Abst. 1121, S. B. Rees, lying in Kerr and Kimble Counties, Texas; the North 39 acres of Survey 1047, Abst. 623, TI RR; 100 acres out of Survey 1863, Abst. 907, M. F. Hardesty or that part of Survey 1863 lying in Kerr County; 59 acres out of Survey 1864 lying in Kerr County, Abst. 908, P. Howard; and the North 100 acres of Survey 1048, Abst. 1705, W. W. Wells; being more fully described in that certain Partition Deed dared 12-11-52 between Winnie 01a Peril et al to themselves and being part of the First Tract 968.098 acres, more or less, out of BS&F Survey \$1, Abst. 61; BS&F Survey \$3, Abst. 59, and Bunk Nelson Survey \$4, Abst. 1411, these lands being more fully described by metes and bounds in that Warranty Deed dated June 12, 1971, from Billy Gene Lawrence to Jet Fellows et al, said deed being recorded in Volume 149, Page 821 of the Deed Records of Kerr County, Texas. 550.0 acres of land, more or less, out of Sur. 10, A-1607, J. S. Lowrence; Sur. 1015, A-547, GC&SF; Sur. 1065, A-556, GC&SF, and being more fully described by metes and bounds in that certain Deed dated 1-9-39 between Orris Garland and William Ward and being recorded in the Deed Records of Kerr County in Vol. 63 at Page 581. described in said Deed and being recorded in Vol. 94, Page 147 of the Deed Records of Kerr County, Texas, to which instrument reference is made for all purposes. DESCRIPTION RECORDING DATA
BOOK PAGE 7 17

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PAGE

587

2972-18

John D. Priest and Wife, Andrea Leach Priest

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589

FILE

2972-20 Werner Schumann and wife, Hildegard Schumann

DATE OF LEASE

September 5, 1974

DESCRIPTION

RECORDING DATA BOOK PAGE

in Kerr and Kimble Counties, Texas, and comprising parts of the following surveys: 263.65 acres of land, part of Survey No. 1045, originally granted to Tyler Tap RR Co. and patented to Lone Star Real Estate and Colonization Co., assignee, by Patent No. 427, Vol. 35, dated January 2, 1879, being situated in Kerr County, Texas; 424.95 acres of land, part of Survey #1043, originally granted to Tyler Tap RR Co., and patented to the Lone Star Real Estate and Colonization Co., assignee, by Patent No. 367, Vol. 35, dated November 21, 1878, comprising 35.0 acres of land situated in Kimble County, Texas, and 389.99 acres of land situated in Kerr County, Texas.

328.7 acres of land, more or less, out of Survey #5, Abst. A-60, BS&F, and being more fully described by meres and bounds as "Second Tract" in that certain Partition Deed dated October 3, 1974, between Lydia Moellendorf, Roger Roeder, Danny Roeder and themselves, and being recorded in Vol. 176, Page 66 in the Deed Records of Kerr County,

17

2972-21 Roger Roeder and Danny Roeder, both married men dealing in their sole and separate property

October 5, 1974

29, 1975 at 1:50 o'clock P. M. alrend

Deputy

Filed for record September Recorded October 9, 1975 EMMIE M. MUENKER, Clerk