

SURFACE USE AGREEMENT

This Surface Use Agreement ("Agreement"), is executed and effective as of October 5, , 2004, between: THE MOODY FOUNDATION, a Texas Trust, and the MOODY NATIONAL BANK, Trustee of the LIBBIE SHEARN MOODY TRUST, and their assigns (collectively referred to in this Agreement as "Moody"); and GENTRY CREEK RANCHES, L.P., a Texas limited partnership, and its assigns (collectively referred to in this Agreement as "Gentry"); upon the terms and conditions set forth in this Agreement.

WHEREAS Moody now owns all the interest in the surface estate covering that certain land located in Kimble County, Texas, more fully described on Exhibit "A" hereto (referred to in this Agreement as the "Land");

WHEREAS Moody also owns the interest in a portion of the mineral estate in the Land;

WHEREAS Moody, simultaneously with the execution and delivery of this Agreement, is conveying Moody's fee simple interest in the surface estate in the Land to Gentry, but Moody is reserving unto itself all the mineral estate owned by Moody in the Land (the "Moody Mineral Interest"); and

WHEREAS, Moody and Gentry, as part of the consideration for the conveyance and purchase of the surface estate in the Land, enter this Agreement to (a) burden and benefit Gentry's future use of the surface estate of the Land; and (b) govern, benefit and limit the future use of the surface of the Land by Moody (if Moody elects to develop the oil, gas and other minerals itself) and by any third party lessees pursuant to oil, gas and mineral lease entered between Moody, as lessor, and third parties, as lessee (collectively, the "Lessee"), for exploration, development and production (collectively, "Mineral Operations") with respect to all oil, gas and other minerals of the Moody Mineral Interest).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Moody and Gentry agree as follows:

1. As of the date of this Agreement, Moody represents to Gentry that there are no outstanding oil, gas and other mineral leases affecting the Moody Mineral Interest.

2. Moody shall cause each oil, gas and other mineral lease ("Lease") relating to the Moody Mineral Interest to incorporate the terms of this Agreement such that any such Lessee becomes bound to said terms in favor of Gentry.

3. Lessee agrees that no Mineral Operations (including Drillsite Locations as hereinafter defined) conducted pursuant to the Moody Mineral Interest shall be located on, or conducted from, the Land surface within:

- (a) 2,000 feet of the centerline of the creek bed known as Gentry Creek; or
- (b) 1,500 feet of any residence or occupied house on the Land; or
- (c) 500 feet of any windmill or water well on the Land.

The provisions of this Section 3 shall not affect the right of any mineral lessee to conduct subsurface operations within the boundaries so stated so long as such subsurface operations

are conducted in a manner reasonably calculated to avoid surface impacts within said boundaries.

4. Lessee shall pay to Gentry, in cash or cash equivalent, the sum of Twenty-Two Thousand, Five Hundred Dollars (\$5,000.00) for each Drillsite Location ("Drillsite Payment"). The Drillsite Payment is due and payable at the time Gentry and Lessee agree to the location and dimensions of the Drillsite Location and related private roadway in accordance with the provisions of Section 5 hereof. Gentry agrees that the Drillsite Payment compensates Gentry ("Agreed Drillsite Damages") for the inconvenience resulting from normal oil and gas Mineral Operations conducted on the Land, and damages to the Land associated with: (i) any loss of use of the surface of the Drillsite Location; (ii) "land farming" and disposing of drilling mud and cuttings resulting from drilling Mineral Operations as provided in Section 14 hereof; (iii) construction of a private road between any existing public or private roadway and the Drillsite Location; (iv) the construction, operation and maintenance of reasonable and necessary production facilities on the Drillsite Location; (v) the construction, operation and maintenance of any necessary pipeline or utility line on the Land; and (vi) the use of existing private roadways during Mineral Operations.

5. Lessee shall consult with Gentry as to the location of each Drillsite Location, any private roadway to be constructed by Lessee between any existing public or private roadway on the Land and the Drillsite Location, and/or the location of any pipelines, gathering lines and/or utility lines ("collectively, "Pieplines") on the Land. To the extent reasonable under the circumstances, all proposed Pipelines shall be located adjacent to public or private roadways. Not later than thirty (30) days after Gentry's receipt from Lessee of a written notice of designation of a proposed Drillsite Location, roadway or Pipelines, which request shall include a plat setting out the location of the proposed Drillsite Location, Disposal Site, roadway and Pipelines, Gentry shall either: (a) deliver Lessee written consent for such locations; or (b) provide to Lessee any objection, in writing, to the proposal, along with Gentry's proposed alternative to Lessee's proposal. Gentry's failure to respond or to propose alternative locations within said thirty (30) day period shall be deemed as Gentry's consent to Lessee's proposed placement of such Drillsite Location, roadway and Pipelines. If convenient to Lessee, Lessee may submit separate notices to Gentry with respect to any proposed Drillsite Location, roadway, and/or Pipelines. Should Lessee and Gentry be unable to reach agreement on any location proposed by Lessee within 45 days of Lessee's initial notice to Gentry, the matter shall be resolved in accordance with provisions of Section 25 hereof. Subject to the terms of this Agreement, Lessee agrees to minimize the amount of surface disturbance and the area used for each Drillsite Location, Disposal Site, roadway and/or Pipeline. Once designated, a Drillsite Location, Disposal Site, roadway and/or Pipeline location may not be changed except with the written consent of Gentry. Each Drillsite Location shall be four (4) acres or less in area and be fenced in a manner to prevent domestic livestock from entering the Drillsite Location. Notwithstanding the foregoing, Lessee may use as much as, but not more than, six (6) acres of the Land during drilling, completion, and workover activities, said six acres being the subject Drillsite Location and two (2) acres adjacent thereto.

6. Lessee shall notify Gentry at least 72 hours prior to initial entry upon the Land for Mineral Operations, and in connection with such notification, provide Gentry the name and address of the person to whom notices required or permitted under this Agreement may be sent to Lessee. Lessee shall also notify Gentry at least 48 hours prior to commencing drilling or reworking Mineral Operations on any Drillsite Location, or prior to commencing construction of any Drillsite Location, Disposal Site, roadway or Pipelines. In connection with such notifications,

Lessee shall identify the individuals who will be conducting the applicable Mineral Operations on the Land. Gentry and Lessee shall also provide to each other details for rapid communications among authorized representatives, including 24-hour office and cell telephone and fax numbers, and e-mail addresses.

7. All Mineral Operations associated with the Moody Mineral Interest shall be conducted on the Land in a manner which fully complies with all applicable laws, rules, regulations and lease terms and stipulations, and Lessee will not permit nor authorize entry on the Land by any person who is not reasonably necessary to conduct Mineral Operations associated with the Moody Mineral Interest. Lessee shall also cause all persons entering upon the Land in furtherance of Lessee's Mineral Operations to comply with the terms of this Agreement.

8. Upon termination of Mineral Operations on any given Drillsite Location, Lessee, at its own cost and within a reasonable time not to exceed six (6) months from the termination of Mineral Operations at any given Drillsite Location, shall restore and level the surface of the Land affected by such terminated Mineral Operations as nearly as reasonably possible to the contours which existed prior to such Mineral Operations. Without limiting the foregoing, Lessee shall fill all excavations, level off all mounds, and fill all slush pits, neutralize all acids, remove all tank batteries, and leave the surface of the Land, to the extent reasonably possible, in as near the same condition as it was before such Mineral Operations were conducted at such Drillsite Location. Unless other means of disposition are agreed to by Gentry and Lessee, Lessee shall spread all drilling mud and other matter deposited or left in reserve or slush pits in accordance with the requirements of Section 14 hereof.

9. Lessee shall be responsible for and shall pay all additional taxes which may be assessed against the Land by reason of any improvements placed thereon by Lessee.

10. Lessee shall take reasonable steps to prevent fire and to promptly extinguish fire, including, but not limited to maintaining a fire extinguisher in each service vehicle entering the Land. Lessee shall park vehicles upon non-combustible surfaces when such surfaces are within reasonable walking distance from Lessee's place of work in connection with Mineral Operations.

11. No existing freshwater well, spring, or reservoir in, on or under the Land shall be used in connection with Mineral Operations associated with the Moody Mineral Interest, and Lessee shall not disturb, interfere with, fill, or block any creek, reservoir, spring or other source of water on the Land. Lessee shall drill only such water wells as will provide the quantities of water reasonably necessary in connection with Mineral Operations.

12. Except as provided in this Section, there shall be no surface discharge of produced water on the Land without Gentry's prior written consent; however, Lessee may discharge uncontaminated fresh water without said consent. Gentry hereby grants Lessee the right to dispose of produced water-based drilling fluids, drill cuttings and other related wastes which may be disposed of by land farming or burial ("Drilling Wastes") resulting from drilling Mineral Operations at a Drillsite Location in accordance with the provisions of this Section. Lessee, in consideration of the Drillsite Payment, may use up to four acres of the surface of the Land immediately adjacent to a Drillsite Location ("Disposal Site") for disposal of Drilling Wastes. Lessee agrees that disposal of Drilling Wastes will be conducted in compliance with Statewide Rule 8 (d) (3) of the Texas Railroad Commission (or any successor rule), and any

additional requirements listed in the land farming disposal permits obtained from the Texas Railroad Commission with respect to the disposal of Drilling Wastes, and that Lessee will grade the Disposal Site to the same grade as adjacent acreage. Lessee shall, to the extent reasonably practicable, also contour the surface of the Disposal Site so as to approximate the contours of the land immediately prior to the commencement of disposal operations. Lessee shall till any deposited Drilling Wastes disposed of by land farming into the soil presently existing at the Disposal Site. Lessee may, at its discretion, also conduct testing of the soils at the Disposal Site. At the termination of drilling Mineral Operations at a Drillsite Location, Lessee shall return the Disposal Site to Gentry in the condition required pursuant to this Section. If the Disposal Site is returned to Gentry as required in this Section, Gentry agrees that Gentry is not entitled to any additional damages for such disposal operations at the Disposal Site other than the Drillsite Payment.

13. No fences, cattle guards or other improvements now or hereafter located on the Land shall be cut by Lessee without prior written notice to Gentry. Lessee shall not place or construct any facilities over any underground stock water pipelines on the Land.

14. Lessee shall not, and Lessee shall not permit anyone claiming rights through Lessee, to:

(a) carry firearms, archery equipment, wildlife calls, other weapons, spotting, optical or night vision equipment, or explosive devices, other than are reasonably necessary to the conduct of Mineral Operations, on the Land;

(b) bring alcoholic beverages or illegal drugs on the Land;

(c) bring dogs or other animals on the Land;

(d) picnic, barbeque, remove firewood, cut trees other than in conjunction with Mineral Operations, or hunt or injure wildlife, or prospect on the Land;

(e) remove rocks, fossils, artifacts, antiquities, and other non-mineral materials from the Land;

(f) permanently place any trash, rubbish or debris on the Land; or

(g) conduct any recreational or illegal activities on the Land.

Any Lessee employee, agent or contractor who violates any of the provisions of this section may, in Gentry's sole discretion, be denied access to the Land. Lessee shall instruct each of its employees, agents and contractors concerning the material terms of this Agreement, and Lessee's major contractors shall be provided with a copy of this Agreement, prior to their entry upon the Land. All persons on the Land associated with Mineral Operations shall at all times carry identification which identifies them and for whom they work, and such persons shall promptly and courteously produce such identification upon request by Gentry's representatives.

15. Absent Gentry's consent, equipment shall not be stacked or stored or maintained on a Drillsite Location unless Mineral Operations are imminent or on-going, nor shall employees be housed on any of the Land, including a Drillsite Location. If equipment is stacked or stored or maintained on a Drillsite Location, the amount of such equipment shall be reasonably

necessary to the Mineral Operations being conducted on the Drillsite Location.

16. During Lessee's Mineral Operations on the Land, Lessee shall have the right to use any existing public or private roadway located on the Land, so long as Lessee maintains, at Lessee's sole cost and expense, any existing private roadway actually used by Lessee in its Mineral Operations in its then existing condition. In addition, Lessee may construct and maintain, at Lessee's sole expense, while Mineral Operations are being conducted at a Drillsite Location, one all weather road from any existing public or private road to the Drillsite Location, with a width not more than twelve feet (12'), and with watercourses and drains installed so as not to impede surface water runoff. Lessee agrees, if requested by Gentry, to place an appropriate sign or signs on any private roads constructed by Lessee designating them as "Private Roads." The size and color of such signs shall be subject to Gentry's reasonable approval.

17. If Gentry subdivides the Land or any portion thereof into adjacent tracts equal to or less than ten (10) acres in size, Gentry shall create a qualified subdivision pursuant to the provisions of Chapter 92, Texas Natural Resources Code. Gentry agrees that for purposes hereof the definition of "operations site" found at § 92.002(1), Texas Natural Resources Code, shall mean a surface area of four (4) or more acres and that the definition of "qualified subdivision" found at § 92.002(3), Texas Natural Resources Code, shall apply without reference to the population limits found at § 92.002(3)(A) thereof. The provisions of Section 5 hereof shall not apply to Mineral Operations conducted upon any qualified subdivision created hereunder. The provisions of Section 19 and 20 hereof relating to gates and cattle guards shall apply to any qualified subdivision created hereunder only to the extent that the owner of the Land at the time any Mineral Operations commence has in-place a fence or fences.

18. Lessee's construction and use of private roads for Mineral Operations is a non-exclusive use and Gentry may allow other parties to use said roadways so long as such use does not unreasonably interfere with Mineral Operations.

19. Access to the Land from any existing public or private roadway shall be controlled by a gate, a cattle guard, or both (as provided herein) which gate and/or cattle guard shall be constructed and installed in accordance with the specifications set forth in this Agreement. Gentry may lock gates permitted to be constructed across any private roads provided that Lessee shall have the right to place its own locks on such gates. In the interest of safety, vehicles associated with Mineral Operations shall not be operated on private roadways at a speed in excess of 25 miles per hour. If livestock is present, the speed limit shall be 15 miles per hour. Livestock and wildlife species, including but not limited to deer, antelope, game birds, and songbirds, shall have the right-of-way on all private roads located on the Land.

20. In those instances where private roadways cross fence lines, steel gates or cattle guards shall be installed at the sole cost and expense of Lessee. Determination of the use of a cattle guard or gate, or both, shall be at the discretion of Gentry. The steel gates shall not be less than twenty (20) feet wide by four (4) feet high constructed and mounted so as to prevent the passing through or under of adult and young livestock. The gates shall be hinged and mounted so as to permit the gate to swing open to a position parallel to and adjacent to the fence. The cattle guards shall be not less than sixteen (16) feet wide by eight (8) feet across and shall be set on concrete sills not less than twenty-four (24) inches high by sixteen (16) inches wide. Fence braces shall be installed on each side of the gates or cattle guards. The fence braces shall be constructed of like quality material and installed in like style and form as

the fence braces used on the Lands at the time of Lessee's installation. The maintenance of said gates and cattle guards shall be the responsibility of Lessee. Lessee shall keep gates utilized in good repair to prevent the passing through by livestock. Lessee shall keep cattle guards utilized in good repair and cleaned to prevent crossing by livestock. Any gate opened for access shall be closed immediately following such access. No unattended gate shall be left open. Lessee shall be liable for any and all costs, losses, and damages resulting from a gate being left open, including the cost of gathering livestock which has strayed or mixed with other livestock as a result of open gates.

21. All gathering pipelines and buried utility lines associated with Mineral Operations shall be buried at least 18 inches below the surface of the ground.

22. All permanent buildings, equipment and facilities associated with Mineral Operations which are placed by Lessee on the Land which can be painted shall be painted in earth tones consistent with the surrounding area.

23. Lessee shall maintain each Drillsite Location and Disposal Site, and keep each safe and in good order, free of noxious weeds, litter and debris. Maintenance of fences located around Drillsite Locations and maintenance of all improvements located on a Drillsite Location or a Disposal Site shall be the responsibility of Lessee, and Gentry shall not be responsible for damage to such fences or improvements in the event livestock gain access to a Drillsite Location or a Disposal Site. Lessee shall maintain all other improvements placed or constructed by Lessee on the Land.

24. All vehicles traveling upon the Land associated with any Mineral Operations with respect to the Moody Mineral Interest shall be covered by automobile liability insurance covering owned, non-owned, and hired automobiles with limits of at least One Million Dollars (\$1,000,000) for injury to or death of any one person for any one occurrence, and Five Hundred Thousand Dollars (\$500,000) property damage per occurrence. In addition, Operator shall carry, and cause all third parties conducting any Mineral Operations for Operator to carry, comprehensive general liability insurance with minimum coverage limits of Five Million dollars (\$5,000,000) for injury or death for any one occurrence, and One Million dollars (\$1,000,000) for property damage per occurrence. Upon Gentry's request, Operator shall provide Gentry with certificates evidencing such insurance.

25. In the event Gentry and Lessee are unable to resolve disputes related to this Agreement or Lessee's use of the Land for Mineral Operations pursuant to the terms of this Agreement, resolution of disputes between Gentry and Lessee shall be conducted by a qualified person trained in conflict resolution and mediation with a background in natural resource management. This person will be selected and mutually agreed to by Gentry and Lessee. However, in the event the parties are unable to agree on a mediator, or if this method of alternative dispute resolution is unsuccessful within 180 days after dispute resolution begins (45 days in the case of Lessee designation of a Drillsite Location, private roadway, or Pipeline), each party shall have all remedies available under the law or in equity, including injunctive relief. The prevailing party in any legal proceedings brought under or with relation to this Agreement shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

26. All notices required or permitted hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery

service) or sent by the United States Mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as designated herein. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually received by the intended recipient. Notices to Gentry shall be sent to 2522 West Freddy Gonzalez, Edinburg, Texas 78539. Notices to Moody shall be sent to 2302 Postoffice St., Suite 702, Galveston, Texas 77550, Attention: Charles D. Milos, with a copy to Jenkins & Gilchrist, P.C., Attention: John J. Stenger, 1445 Ross Avenue, Suite 3200, Dallas, Texas 75202. Notices to any Lessee shall be sent to the address such Lessee provides to Gentry and Moody at the time such Lessee commences Mineral Operations on the Land. Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

27. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kimble County, Texas.

28. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

29. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. In addition, the failure of Gentry or Lessee to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking, right or option.

30. Moody shall be under no obligation to ensure in any manner that any Lessee of the Moody Mineral Interest is the elected or appointed operator under any joint operating agreement or similar agreement to which the Moody Mineral Interest may become subject. Lessee shall be under no obligation by virtue of application of this Agreement to the Moody Mineral Interest to seek to become elected, appointed, or otherwise assume the duties of operator under any joint operating agreement or similar agreement to which the Moody Mineral Interest may become subject. Moody's sole obligation under this Agreement shall be to contractually bind any Lessee of the Moody Mineral Interest to the terms hereof.

31. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with regard to the subject matter of this Agreement.

32. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

33. Gentry and Lessee understand, agree and acknowledge that: (a) the Agreement has been freely negotiated by all parties; and (b) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of the Agreement, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted the Agreement or any portion thereof.

34. If this Agreement is executed in a number of identical counterparts, each counterpart is an original, and all counterparts, collectively, constitute one agreement.

35. Gentry and Lessee shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party, or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, inability to obtain any material or service, or acts of God.

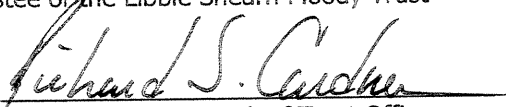
Executed as of the date and year first written above.

MOODY:

THE MOODY FOUNDATION,
a Texas Trust

By: 
Robert L. Moody, Trustee

MOODY NATIONAL BANK,
Trustee of the Libbie Shearn Moody Trust

By: 
Richard S. Cardner, Chief Trust Officer

GENTRY:

GENTRY CREEK RANCHES, L.P.,
a Texas limited partnership

By: Gentry Creek Ranches G.P., L.L.C.,
a Texas limited liability company,
its general partner

By: _____
McClelland, President

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Executed as of the date and year first written above.

MOODY:

THE MOODY FOUNDATION,
a Texas Trust

By: _____
Robert L. Moody, Trustee

MOODY NATIONAL BANK,
Trustee of the Libbie Shearn Moody Trust

By: _____
Richard S. Cardner, Chief Trust Officer

GENTRY:

GENTRY CREEK RANCHES, L.P.,
a Texas limited partnership

By: Gentry Creek Ranches G.P., L.L.C.,
a Texas limited liability company,
its general partner

By: 
McClelland, President

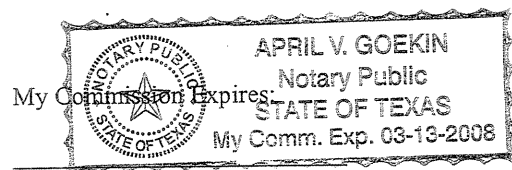
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF HIDALGO

This instrument was acknowledged before me on the 4th day of October, 2004, by Jack McClelland, President of Gentry Creek Ranches G.P., L.L.C., A Texas limited liability company, the general partner of GENTRY CREEK RANCHES, L.P., a Texas limited partnership, on behalf of said Partnership



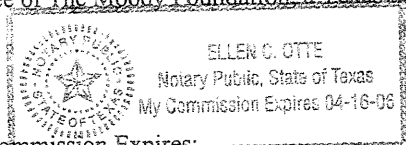
April V. Goekin
Notary Public, State of Texas

Print name of Notary here

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 5th day of October, 2004, by Robert L. Moody, Trustee of The Moody Foundation, a Texas trust, on behalf of said Trust.



My Commission Expires:

4-16-06

Ellen C. Otte
Notary Public, State of Texas
ELLEN C. OTTE
Print name of Notary here

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 5th day of October, 2004, by Richard S. Cardner, Chief Trust Officer of the Moody National Bank, Trustee of the Libbie Shearn Moody Trust, on behalf of said Libbie Shearn Moody Trust.

Laura M. Schultz
Notary Public, State of Texas

My Commission Expires:

2/27/2006

Print name of Notary here

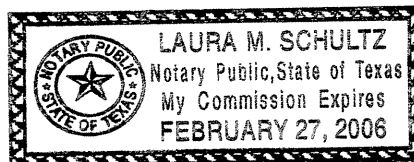


Exhibit "A"
Description of the Land

TRACT ONE:

Being a tract of land containing 12,031.18 acres situated all in Kimble County, Texas out of the following Original Surveys:

Abstract No.	Survey No.	Grantee	Block	Approx. Acre
7	439	C.L. Assmann		320.00
8	438	C.L. Assmann		327.50
98	29	Benjamin Duncan		1727.56
146	437	Fried Gutbrod		359.80
372	440	Hrs. of H. Kring		320.00
373	441	Hrs. of H. Kring		320.00
672	5	T.W.N.G. Ry. Co.		585.20
680	13	T.W.N.G. Ry. Co.	T.W.N.G. Ry. Co., No. 15	121.80
681	15	T.W.N.G. Ry. Co.	T.W.N.G. Ry. Co., No. 15	640.00
683	19	T.W.N.G. Ry. Co.	T.W.N.G. Ry. Co., No. 15	640.00
709	443	Benjamin Underwood		370.60
825	1	Seale & Morris		640.00
855	46	B.F. Burts		334.38
885	50	I. & G.N. Ry. Co.		87.30
996	19	J.K. Terry		1178.29
1020	23	J.W. Covin		350.30
1042	14	J.H. Dancer	T.W.N.G. Ry. Co., No. 15	640.00
1114	292	T. Bailey		160.00
1118	24	Mrs. M.C. DeFlores		124.80
1133	4	J.M. Shaw		33.50
1147	58	Mrs. M.C. DeFlores		150.40
1150	59	Fisher, Rhodes & J.B. McClelland		270.50
1260	20 ½	D.C. Zuber		51.70
1392	1	Francis Cole		0.69
1397	S. ½ of 2	G.W. Hardesty		198.00
1717	16	J.H. Anderson	T.W.N.G. Ry. Co., No. 15	290.22
1886	2	Guy Tarlton		640.00
1887	6	Guy Tarlton		540.40
1978	18	T.H. Graham	T.W.N.G. Ry. Co., No. 15	129.14
2040	20	S.J. Turner	T.W.N.G. Ry. Co., No. 15	71.20
2084	21	Victoria Miller		407.90

TOTAL ACREAGE WITHIN THE ABOVE ORIGINAL SURVEYS EQUALS 12,031.18

Said 12,031.18 acres being more particularly described by metes and bounds as follows:

BEGINNING at an old 8" cedar fence corner post in the occupied west line of the Benjamin Duncan Survey No. 29, Abstract No. 98, for the occupied northeast corner of the Fried Gutbrod Survey No. 436, Abstract No. 145 and the occupied southeast corner of the Fried Gutbrod Survey No. 437, Abstract No. 146 and being the northeast corner of a 962.20 acre tract of record in Volume 157, Page 206, Deed Records of Kimble County and being a reentrant corner of the subject tract;

THENCE along or near a fence, with the occupied common line of said Survey No. 436 and Survey No. 437, being common lines of said 962.20 acres and the subject tract, the following calls:

N 89°46'30"W, 1550.72 feet to a 12" creosoted fence corner post for an angle point;
N 89°45'00"W, 656.35 feet to a 6" creosoted fence corner post for an angle point;
N 89°37'50"W, 1382.33 feet to an old 6" cedar fence angle post for an angle point;
S 84°02'40"W, 243.13 feet to an old 6" cedar fence angle post on the northeast high bank of Gentry Creek for the most northerly northwest corner of said 962.20 acres and a reentrant corner of the subject tract and being also the occupied northwest corner of said Survey No. 436 and the occupied most northerly northeast corner of the B.F. Burts Survey No. 46, Abstract No. 855;

THENCE continuing along or near a fence, with common lines of said 962.20 acres and the subject tract, through the interior of said Survey No. 46, crossing said Gentry Creek, S 41°38'40"W, 122.93 feet to a 24" dead tree trunk, being used as a fence angle, on the southwest high bank of said Gentry Creek and continuing, S 18°54'40"E, 227.98 feet to a 10" Elm tree trunk, being used as a fence angle, in an occupied common line of said Survey No. 46 and Survey No. 436;

THENCE continuing along or near a fence, with common lines of said 962.20 acres and the subject tract, being an occupied common line of said Survey No. 46 and Survey No. 436, the following calls:

S 00°04'00"E, 668.88 feet to an old 2" cedar fence post for an angle point;
S 00°08'00"W, 1804.63 feet to an old 8" cedar fence corner post for an angle point;
S 00°09'30"W, 814.55 feet to an old 8" cedar fence corner post for an angle point;

THENCE continuing along or near a fence, with common lines of said 962.20 acres and the subject tract, the following calls:

S 43°56'10"W, 608.15 feet to a 4" steel fence angle post for an angle point;
S 83°37'10"W, 1501.18 feet to a 4" steel fence angle post for an angle point;
N 89°36'10"W, 1908.50 feet to a 3" steel fence angle post for the most westerly northwest corner of said 962.20 acres and being the northeast corner of the remainder of a 1114 acre tract called Tract Two of record in Volume 18, Page 546, Deed Records of Kimble County;

THENCE continuing along or near a fence, with the north line of said Tract Two and subsequently Tract Three and Tract Four of record in said Volume 18, Page 546, Deed Records of Kimble County, and being south lines of the subject tract, crossing a draw, N 88°45'50"W, 480.50 feet to a 4" cedar fence post for an angle point and continuing, N 89°37'30"W, 2994.60 feet to an old 8" cedar fence corner post in the occupied west line of the Fisher, Rhodes & J.B. McClelland Survey No. 59, Abstract No. 1150, and the east line of the S.J. Turner Survey No. 20 in the T.W.N.G. Ry. Co. Block No. 15, Abstract No. 2040 and being the northwest corner of said Tract Four and being a reentrant corner of the subject tract;

THENCE continuing along or near a fence, with a common line of said Tract Four and the subject tract, being the occupied common line of said Survey No. 59 and Survey No. 20, crossing a draw, S 00°04'30"W, 157.42 feet to an old 8" cedar fence corner post for the northeast corner of a tract of land conveyed to Linda Smith Roy of record in Volume 115, Page 487, Deed Records of Kimble County;

THENCE continuing along or near an old fence, with the common lines of said Roy's tract and the subject tract, the following calls:

N 84°18'00"W, 316.32 feet to an old 8" cedar fence angle post for an angle point;
N 58°19'40"W, 612.13 feet to a 24" Cedar tree trunk, being used as a fence angle, for an angle point;
N 78°15'40"W, 709.72 feet to an old 4" cedar fence post for an angle point;
N 78°56'40"W, 2950.00 feet to an old 4" cedar fence post for an angle point;
N 81°15'00"W, 297.30 feet to an old 4" cedar fence post for an angle point;
S 89°56'10"W, 700.44 feet to an unmarked point in the easterly right of way line of U.S. Highway No. 83, a 100 foot wide highway, for the most westerly southwest corner of the subject tract. Said unmarked point bears, N 89°56'E, 13.76 feet from an old 10" cedar fence corner post;

THENCE continuing along or near an old fence, with the easterly right of way line of said U.S. Highway No. 83, being a westerly line of the subject tract, N 17°53'50"W, passing at 230.82 feet a concrete monument, passing at 1319.48 feet another concrete monument, passing at 3618.88 feet another concrete monument, passing at 5018.37

feet another concrete monument and continuing for a total distance of 7636.29 feet to another concrete monument for the most westerly corner of the subject tract. Said concrete monument bears, S 00°34'W, 31.43 feet from another concrete monument;

THENCE continuing along or near a fence, with a east line of a 473.87 acre tract of record in Volume 135, Page 706, Deed Records of Kimble County and being a west line of the subject tract, N 00°23'20"E, 3644.55 feet to a P.K. Nail in the top of an 8" cedar fence corner post for a reentrant corner of said 473.87 acre tract;

THENCE continuing along or near a fence, with a common line of said 473.87 acre tract and the subject tract, S 89°51'30"E, 1809.68 feet to an old 10" cedar fence corner post for the southeast corner of said 473.87 acre tract and being a reentrant corner of the subject tract;

THENCE continuing along or near an old fence, with common lines of said 473.87 acres and the subject tract, the following calls:

- N 00°06'30"E, 2439.47 feet to an old 8" cedar fence corner post for an angle point;
- N 40°45'50"E, 306.13 feet to an old 8" cedar fence corner post for an angle point;
- N 40°01'30"W, 1677.30 feet to an old 6" cedar fence corner post for an angle point;

THENCE continuing along or near an old fence, with a common line of said 473.87 acres and the subject tract, N 00°11'00"E, passing at 1148.31 feet an old 10" cedar fence corner post in the occupied north line of the T.W.N.G. Ry. Co. Survey No. 13 in the T.W.N.G. Ry. Co. Block No. 15, Abstract No. 680, being the occupied southeast corner of the Kimble County School Land Survey No. 751, Abstract No. 811 and the occupied southwest corner of the Mrs. M.C. DeFlores Survey No. 58, Abstract No. 1147, and being also the northeast corner of said 473.87 acre tract and a southeast corner of a tract of land conveyed to Walter Walker Pfluger of record in Volume 135, Page 543, Deed Records of Kimble County, and continuing along or near an old fence, with the occupied common line of said Survey No. 751 and Survey No. 58, being the common occupied line of said Pfluger's tract and the subject tract a total distance of 4359.56 feet to an old 8" cedar fence corner post for a reentrant corner said Pfluger's tract and being the most westerly northwest corner of the subject tract;

THENCE continuing with an old fence, with the common occupied lines of said Pfluger's tract and the subject tract, the following calls:

- S 70°48'30"E, 5527.84 feet to an old 6" cedar fence corner post for an angle point;
- N 85°07'40"E, 539.99 feet to an old 6" cedar fence corner post for an angle point;
- S 45°45'20"E, 518.89 feet to an old 6" cedar fence corner post for an angle point;
- S 70°50'50"E, 2164.18 feet to an old 12" cedar fence corner post in an occupied east line of the J.W. Covin Survey No. 23, Abstract No. 1020, and the occupied west line of the Hrs. of H. Kring Survey No. 441, Abstract No. 373, and being the southeast corner of said Pfluger's tract and a reentrant corner of the subject tract;
- N 00°39'30"W, 2348.33 feet to an old 6" cedar fence corner post for an angle point;
- N 30°40'00"W, 1129.29 feet to an old 8" cedar fence corner post for an angle point;
- N 48°44'10"W, 878.88 feet to an old 12" cedar fence corner post for an angle point;
- N 08°14'00"E, 924.71 feet to an old 10" cedar fence corner post in the occupied north line of the I. & G.N. Ry. Co. Survey No. 50, Abstract No. 885 and the occupied south line of the J.B. Gorman Survey No. 9, Abstract No. 834 and being the most southerly southwest corner of a 1415.8 acre tract of record in Volume 144, Page 499, Deed Records of Kimble County and being a northwest corner of the subject tract;

THENCE continuing along or near an old fence, with the occupied south line of said Survey No. 9 and the occupied north line of said Survey No. 50 and subsequently the occupied north line of the T. Bailey Survey No. 292, Abstract No. 1114 and being a common line of said 1415.8 acre tract and the subject tract, N 89°57'00"E, 1980.58 feet to a 4" steel fence corner post for the occupied southeast corner of said Survey No. 9 and an occupied southwest corner of the J.K. Terry Survey No. 19, Abstract No. 996, and being the southeast corner of said 1415.8 acre tract and a reentrant corner of the subject tract;

THENCE continuing along or near a fence, with the occupied east line of said Survey No. 9 and an occupied west line of said Survey No. 19 and being a common line of said 1415.8 acre tract and the subject tract, N 00°17'20"E,

890.98 feet to a 4" steel fence corner post for the southerly southwest corner of Kimble Land Ranches Unit No. 2, a subdivision of record in Volume 1, Pages 8-10, Plat Records of Kimble County and being the most northerly northwest corner of the subject tract;

THENCE continuing along or near a fence, with the common lines of said Kimble Land Ranches Unit No. 2 and the subject tract, the following calls:

S 89°40'00"E, 601.90 feet to a 4" cedar fence post for an angle point;
N 89°39'00"E, 1341.02 feet to a 4" cedar fence post for an angle point;
N 89°11'00"E, 1349.66 feet to a ½" iron rod set in the east line of the 2nd correction of said Survey No. 19 performed by C.E. Davis on February 1, 1887, and being the apparent southwest corner of the T.W.N.G. Ry. Co. Survey No. 14, Abstract No. 1727, and being the northeast corner of the subject tract;

THENCE with an east line of said 2nd correction of said Survey No. 19, S 00°07'10"W, 682.41 feet to a ½" iron rod set in the most northerly line of a tract of land called "Eleventh Tract" of record in Volume 40, Page 405, Deed Records of Kimble County, and being a reentrant corner of said 2nd correction of said Survey No. 19;

THENCE continuing with the most northerly line of said Eleventh Tract, with a north line of the 2nd correction of said Survey No. 19, S 89°52'50"E, 10,136.99 feet to a ½" iron rod set, in a fence, being the west line of a 2167.3976 acre tract of record in Volume 154, Page 561, Deed Records of Kimble County and being the most northerly northeast corner of the subject tract;

THENCE continuing along or near a fence, with a common line of said 2167.3976 acre tract and the subject tract, S 00°25'20"W, 10,346.55 feet to a 3" steel fence corner post for the southwest corner of said 2167.3976 acre tract and being a reentrant corner of the subject tract. Said 3" steel fence corner post lies within the T.W.N.G. Ry. Co. Survey No. 5, Abstract No. 672;

THENCE continuing along or near a fence, partially through the interior of said Survey No. 5 and partially with the occupied south line of the Guy Tarlton, North one-half (1/2) of Survey No. 2, Abstract No. 1889 and the occupied north line of the G.W. Hardesty, South one-half (1/2) of Survey No. 2, Abstract No. 1397 and being a common line of said 2167.3976 acre tract and the subject tract, S 89°50'20"E, 6039.76 feet to a 3" steel fence corner post for the northwest corner of a 866.2 acre tract of record in Volume 101, Page 109, Deed Records of Kimble County and being the most easterly northeast corner of the subject tract;

THENCE continuing along or near a fence, with the common line of said 866.2 acre tract and the subject tract, S 00°00'20"W, 5678.51 feet to a 4" steel fence corner post in a northwest line of a 747.61 acre tract of record in Volume 150, Page 769, Deed Records of Kimble County and being the southwest corner of said 866.2 acre tract and the most easterly southeast corner of the subject tract;

THENCE continuing along of near an old fence, with the common lines of said 747.61 acre tract and the subject tract, S 64°21'20"W, 853.11 feet to a 12" creosoted fence corner post for an angle point, and continuing, S 89°30'20"W, 215.89 feet to another 12" creosoted fence corner post for the most northerly northwest corner of said 747.61 acre tract and the northeast corner of a 580.3183 acre tract called First Tract of record in Volume 137, Page 304, Deed Records of Kimble County and being the occupied northeast corner of the Hrs. of J.L. Otto Survey No. 445, Abstract No. 420;

THENCE continuing along or near an old fence, with the occupied north line of said Survey No. 445, being a common line of said 580.3183 acre tract and the subject tract, N 89°39'00"W, 3093.98 feet to a ½" iron rod set in a west line of the 2nd correction of the Victoria Miller Survey No. 21, Abstract No. 2084, performed by W.T. Hope on November 15, 1897, and being a west line of a tract of land called "Fifteenth Tract" of record in Volume 40, Page 405, Deed Records of Kimble County;

THENCE with a west line of the 2nd correction of the Victoria Miller Survey No. 21, being a west line of said Fifteenth Tract, N 00°07'10"E, 2150.00 feet to a ½" iron rod set being a reentrant corner of said 2nd correction of the Victoria Miller Survey No. 21 and said Fifteenth Tract;

THENCE with a south line of the 2nd correction of the Victoria Miller Survey No. 21, being a south line of said Fifteenth Tract, N 89°52'50"W, 420.00 feet to a ½" iron rod set in the occupied east line of the Benjamin Duncan Survey No. 29, Abstract No. 98, being the east line of a tract of land called "Eighth Tract" of record in Volume 40, Page 405, Deed Records of Kimble County;

THENCE with the occupied east line of said Survey No. 29, being the east line of said Eighth Tract, S 00°07'10"W, 2148.28 feet to an old 8" cedar fence corner post for the occupied northwest corner of said Survey No. 445 and being the northwest corner of said 580.3183 acre tract;

THENCE continuing along or near a fence, with the occupied common line of said Survey No. 29 and Survey No. 445, being a common line of said 580.3183 acre tract and the subject tract, S 00°11'10"W, 5003.45 feet to a 4" steel fence corner post for the northeast corner of a 448.684 acre tract of record in Volume 158, Page 449, Deed Records of Kimble County and being a southeast corner of the subject tract;

THENCE continuing along or near a fence, through the interior of said Survey No. 29, with the common lines of said 448.684 acre tract and the subject tract, the following calls:

S 82°28'20"W, 1728.28 feet to a 4" steel fence corner post for an angle point;

S 51°04'50"W, 662.15 feet to a 4" steel fence corner post for an angle point;

S 87°21'40"W, 958.17 feet to a 3" steel fence angle post for an angle point;

Continuing without a fence

S 64°07'30"W, 61.17 feet to a drill hole in a concrete filled 2" iron pipe found in the center of an old concrete dam within Gentry Creek;

Continuing upstream with the approximate center of Gentry Creek, N 32°57'20"W, 99.04 feet to an unmarked point in the approximate center of Gentry Creek;

N 90°00'00"W, 33.93 feet to a ½" iron rod set on the southwest bank of Gentry Creek;

S 11°00'00"E, 83.82 feet to a ½" iron rod set for an angle point;

S 03°38'50"W, passing at 41.70 feet a 3" steel fence corner post and continuing along or near a fence, a total distance of 2826.36 feet to a ½" iron rod found at a fence corner post for the most westerly southwest corner of said 448.684 acre tract and being the northwest corner of the remainder of a 560.40 acre tract of record in Volume 79, Page 590, Deed Records of Kimble County;

THENCE continuing along or near a fence, through the interior of said Survey No. 29, with the common line of the remainder of said 560.40 acre tract and the subject tract, S 03°34'10"W, passing at 802.95 feet a ½" iron rod found in fence and continuing a total distance of 5427.91 feet to an old 10" cedar fence corner post in a northerly right of way line of U.S. Highway No. 377, a 100 foot wide Highway, for the most southerly southeast corner of the subject tract;

THENCE continuing along or near a fence, through the interior of said Survey No. 29, with northerly lines of said U.S. Highway No. 377, the following calls:

S 59°28'20"W, 544.35 feet to a concrete monument for the beginning of a curve to the right with a 1096.28 foot radius;

Along the arc of said curve to the right with a central angle of 30°56'50", a distance of 592.12 feet, *chord bearing and distance*, S 68°34'50"W, 584.95 feet, to another concrete monument for the end of said curve;

S 89°58'40"W, 2152.89 feet to another concrete monument in the interior of the aforementioned Survey No. 46 for the beginning of a curve to the left with a 1960.08 foot radius;

Continuing through the interior of said Survey No. 46

Along the arc of said curve to the left with a central angle of 12°47'30", a distance of 437.60 feet, *chord bearing and distance*, S 81°33'10"W, 436.69 feet, to another concrete monument for the end of said curve;

S 78°19'30"W, 252.67 feet to a 12" creosoted fence corner post in an east line of a 758.83 acre tract of record in Volume 157, Page 206, Deed Records of Kimble County and being the most southerly southwest corner of the subject tract;

THENCE continuing along or near a fence, through the interior of said Survey No. 46, with common lines of said 758.83 acre tract and the subject tract, the following calls:

N 10°57'40"E, 2885.84 feet to a 3" steel fence corner post for an angle point;
 N 01°10'00"W, 317.04 feet to a 3" steel fence corner post for an angle point;
 N 40°28'40"E, 133.64 feet to a 3" steel fence corner post for an angle point;
 N 10°51'30"E, 1189.22 feet to a 3" steel fence corner post for an angle point;
 N 17°50'50"W, 384.82 feet to a 3" steel fence corner post for an angle point;
 N 54°19'10"E, 274.68 feet to a 3" steel fence corner post for an angle point;
 N 11°09'20"E, 2342.13 feet to a 6" cedar fence corner post for an angle point;
 N 45°26'20"E, 417.24 feet to an 8" creosoted fence corner post for an angle point;
 N 17°54'10"W, 500.29 feet to an 8" creosoted fence corner post for an angle point;
 N 10°15'50"E, 141.04 feet to an 8" creosoted fence corner post for an angle point;
 N 10°47'50"E, 611.53 feet to an 8" creosoted fence corner in the occupied west line of the aforementioned Survey No. 29 for the occupied most easterly northeast corner of the aforementioned Survey No. 46 and the occupied southeast corner of the aforementioned Survey No. 436;

THENCE continuing along or near a fence, with the occupied common line of said Survey No. 29 and Survey No. 436, being a common line of said 758.83 acre tract and the subject tract, N 00°18'20"E, 961.30 feet to a 5/8" iron rod found in fence for the most easterly northeast corner of said 758.83 acre tract and the most easterly southeast corner of the aforementioned 962.20 acre tract;

THENCE continuing along or near a fence, with the occupied common line of said Survey No. 29 and Survey No. 436, being a common line of said 962.20 acre tract and the subject tract, N 00°07'40"E, 3046.17 feet to the POINT OF BEGINNING and containing 12,031.18 acres within these metes and bounds.

TRACT TWO (629.12 ACRES)

Being a tract of land containing 629.12 acres situated all in Kimble County, Texas out of the following Original Surveys:

Abstract No.	Survey No.	Grantee	Block	Approx. Acres
682	17	T.W.N.G. Ry. Co.	T.W.N.G. Ry. Co, No. 15	39.73
1392	1	Francis Cole		18.60
1715	10	J.H. Anderson	T.W.N.G. Ry. Co, No. 15	6.86
1717	16	J.H. Anderson	T.W.N.G. Ry. Co, No. 15	65.80
1978	18	T.H. Graham	T.W.N.G. Ry. Co, No. 15	498.13

Said 629.12 acres being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument in the westerly right of way line of U.S. Highway No. 83, a 100 foot wide highway, being a southeasterly corner of the remainder of a 6280.28 acre tract of record in Volume 43, Page 378, Deed Records of Kimble County and being the northeast corner of the subject tract;

THENCE along or near an old fence, with the westerly right of way line of said U.S. Highway No. 83 being the easterly line of the subject tract, S 17°53'40"E, passing at 2316.02 feet a concrete monument, passing at 3715.30 feet a another concrete monument, passing at 6014.54 feet another concrete monument, passing at 7103.30 feet another concrete monument and continuing a total distance of 7302.62 feet to an unmarked point for in the north line of a tract of land conveyed to Linda Smith Roy of record in Volume 115, Page 487, Deed Records of Kimble County and being the southeast corner of the subject tract. Said unmarked point bears, S 89°41'E, 11.18 feet from a 6" old cedar fence corner post;

THENCE with the common line of said Roy's tract and the subject tract, S 89°40'50"W, passing at 11.18 feet said 6" old cedar fence corner post and continuing along or near an old fence a total distance of 3785.61 feet to an 8" old cedar fence corner post in the east line of a 725.56 acre tract of record in Volume 74, Page 86, Deed Records of Kimble County and being the northwest corner of said Roy's tract;

THENCE continuing along or near an old fence, with a common line of said 725.56 acres and the subject tract, N

03°37'30"W, 29.05 feet to an 8" old cedar fence corner post for the northeast corner of said 725.56 acre tract;

THENCE continuing along or near an old fence with a common line of said 725.56 acres and the subject tract, N 89°39'30"W, 1569.42 feet to an 8" old cedar fence corner post for the southeast corner of a 600.95 acre tract of record in Volume 98, Page 807, Deed Records of Kimble County and being the southwest corner of the subject tract;

THENCE continuing along or near an old fence with the common lines of said 600.95 acre tract and the subject tract the following calls:

N 00°18'50"E, 3537.88 feet to a 6" old cedar fence corner post for an angle point;
Crossing a deep draw, N 00°38'00"W, 931.21 feet to a 4" old fence post on the north high side of said draw for an angle point;
N 00°06'30"E, 1830.66 feet to an 8" old cedar fence corner post in a south line of the remainder of the aforementioned 6280.28 acre tract for the northeast corner of said 600.95 acre tract and the northwest corner of the subject tract;

THENCE continuing along or near an old fence with a common line of the remainder of said 6280.28 acres and the subject tract, N 89°57'00"E, 3094.44 feet to an 8" old cedar fence corner post for a south east corner of the remainder of said 6280.28 acre tract and being a reentrant corner of the subject tract;

THENCE continuing along or near an old fence with a common line of the remainder of said 6280.28 acres and the subject tract, N 00°34'20"E, 587.45 feet to the POINT OF BEGINNING and containing 629.12 acres within these metes and bounds.

TRACT THREE: (169.00 ACRES)

Being a tract of land containing 169.00 acres situated all in Kimble County, Texas and being apparent unsurveyed School Land and being more particularly described by metes and bounds as follows:

BEGINNING at a old 12" cedar fence corner post for the northwest corner of a 2167.3976 acre tract of record in Volume 154, Page 561, Deed Records of Kimble County and being the northeast corner of the subject tract;

THENCE along or near a fence, with a common line of said 2167.3976 acre tract and the subject tract, S 00°25'20"W, 596.36 feet to a point in the north line of the 2nd correction of the J.K. Terry Survey No. 19, Abstract No. 996, performed by C.E. Davis on February 1, 1887, and the most northerly line of a tract of land called "Eleventh Tract" of record in Volume 40, Page 405, Deed Records of Kimble County, and being the southeast corner of the subject tract;

THENCE with said north line of the 2nd correction of Survey No. 19, with the most northerly line of said Eleventh Tract, N 89°52'50"W, 10,136.99 feet to a point being a reentrant corner of said 2nd correction of Survey No. 19, and being the southwest corner of the subject tract;

THENCE with an east line of said 2nd correction of Survey No. 19, N 00°07'10"E, 682.41 feet to a point in a fence, being a south line of Kimble Land Ranches Unit No. 2, a subdivision of record in Volume 1, Pages 8-10, Plat Records of Kimble County, and being the apparent southwest corner of the T.W.N.G. Ry. Co. Survey No. 14, Abstract No. 1727, and being the northwest corner of the subject tract;

THENCE along or near a fence, with the common line of said Kimble Land Ranches Unit No. 2 and the subject tract, being the occupied south line of said Survey No. 14, N 89°11'00"E, 124.32 feet to an old 8" cedar fence corner post for the southeast corner of said Kimble Land Ranches Unit No. 2 and the southwest corner of a 563 acre tract of record in Volume 216, Page 219, Deed Records of Kimble County;

THENCE continuing along or near an old fence, with the occupied south line of said Survey No. 14 and subsequently the occupied south line of the T.W.N.G. Ry. Co. Survey No. 12, Abstract No. 1888, being the common lines of said 563 acre tract and the subject tract, the following calls:

N 89°45'30"E, 2778.88 feet to an old 4" cedar fence corner post for an angle point;
N 89°15'40"E, 3381.98 feet to an old 4" cedar fence corner post for an angle point;
N 89°41'20"E, 1175.76 feet to an old 12" cedar fence corner post for the southeast corner of said 563 acre tract and the southwest corner of a 674.0 acre tract of record in Volume 134, Page 442, Deed Records of Kimble County;

THENCE continuing along or near an old fence, with the occupied south line of said Survey No. 12, being a common line of said 674.0 acre tract and the subject tract, N 89°18'00"E, 1796.60 feet to a 4" cedar fence angle post for an angle point;

THENCE continuing along or near an old fence, being a common line of said 674.0 acre tract and the subject tract, S 77°41'40"E, 903.64 feet to the POINT OF BEGINNING and containing 169.00 acres within these metes and bounds.

TRACT FOUR (20.72 ACRES)

Being a tract of land containing 20.72 acres situated all in Kimble County, Texas and being apparent unsurveyed School Land and being more particularly described by metes and bounds as follows:

BEGINNING at an old 8" cedar fence corner post in the occupied east line of the Benjamin Duncan Survey No. 29, Abstract No. 98, for the occupied northwest corner of the Hrs. of J.L. Otto Survey No. 445, Abstract No. 420, and being the northwest corner of a 580.3183 acre tract called First Tract of record in Volume 137, Page 304, Deed Records of Kimble County and being the southeast corner of a tract of land called "Eighth Tract" of record in Volume 40, Page 405, Deed Records of Kimble County and being the southwest corner of the subject tract;

THENCE with the occupied east line of said Survey No. 29, being the east line of said Eighth Tract and the west line of the subject tract, N 00°07'10"E, 2148.28 feet to a point in the south line of the 2nd correction of the Victoria Miller Survey No. 21 performed by W.T. Hope on November 15, 1897, and being in a south line of a tract of land called "Fifteenth Tract" of record in Volume 40, Page 405, Deed Records of Kimble County and being the northwest corner of the subject tract;

THENCE with the said south line of the 2nd correction of the Victoria Miller Survey No. 21, being a south line of said Fifteenth Tract, S 89°52'50"E, 420.00 feet to a point being a reentrant corner of said 2nd correction of the Victoria Miller Survey No. 21 and said Fifteenth Tract and being the northeast corner of the subject tract;

THENCE with a west line of the 2nd correction of the Victoria Miller Survey No. 21, being a west line of said Fifteenth Tract, S 00°07'10"W, 2150.00 feet to a point in a fence being the occupied north line of the aforementioned Survey No. 445 and the north line of the aforementioned 580.3183 acre tract and being the southeast corner of the subject tract;

THENCE along or near an old fence, with the occupied north line of said Survey No. 445, being a common line of said 580.3183 acre tract and the subject tract, N 89°39'00"W, 420.00 feet to the POINT OF BEGINNING and containing 20.72 acres within these metes and bounds

FILED FOR RECORD

10-06-04P01:51 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

BY Audrey Sellers
AUDREY SELLERS, DEPUTY
LINDSAY ENSLEY, DEPUTY

STATE OF TEXAS
COUNTY OF KIMBLE

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



Haydee Torres
County Clerk, Kimble County, Texas

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RECORDED 10/14/04

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