



Robbie Jansky
#yourTEXASrealtor
361.293.8759

kw SOUTHWEST
KELLER WILLIAMS, REALTY

Each Keller Williams Realty Office is Independently Owned and Operated

On behalf of my sellers, I would like to thank you for considering this property. Below are a few guidelines that will better assist you in completing all the necessary paperwork. In order for your offer to be considered, we will need all documents requested. Thank you for your cooperation.

Contract Information

1 to 4 Contract, Page 9 Information

1. Parties

Seller: IGOR LLC

2. A Property:

Tract C, County Road 164, Iola, TX 77861

Legal Description

A0471 T H WALKER, Tract A - 09001024-LS-Tract-A-5.42-Acres

5. Earnest Money

1.0% of Contract Sales Price

Title Company

Independence Title (Marchelle Farrell)
211B N FM 1626, Building 2
Buda, TX 78610

Phone: 512-523-3204 Email: mfarrell@independencetitle.com

Option Fee: Minimum \$ 250.00

22. Forms to Include with offer:

- Pre-Approval Letter or Proof of Funds for cash offers

- Unimproved Contract
- Third Party Financing Addendum (exclude for cash sale)
- Information About Special Flood Hazard Areas
- Addendum for Reservation, Oil, Gas & Other Minerals
- Broker Notice to Buyer/Tenant

Send ALL Offers To:

rjansky@kw.com & transact.re@gmail.com

Keller Williams Realty - Southwest

9000544

Listing Broker Firm

License No.

represents

☐ Seller and Buyer as an Intermediary

☒ Seller only as Seller's Agent

Robbie Jansky

649182

Listing Associate's Name

License No.

rjansky@kw.com

361-293-8759

Listing Associate's Email Address

Phone

Chad St Jean

566158

Licensed Supervisor of Listing Associate

License No.

1650 Hwy 6, Suite 350

281-265-0123

Listing Broker's Office Address

Fax No.

Sugar Land

TX

77478

City

State

Zip

Selling Associate's Name

License No.

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

Fax

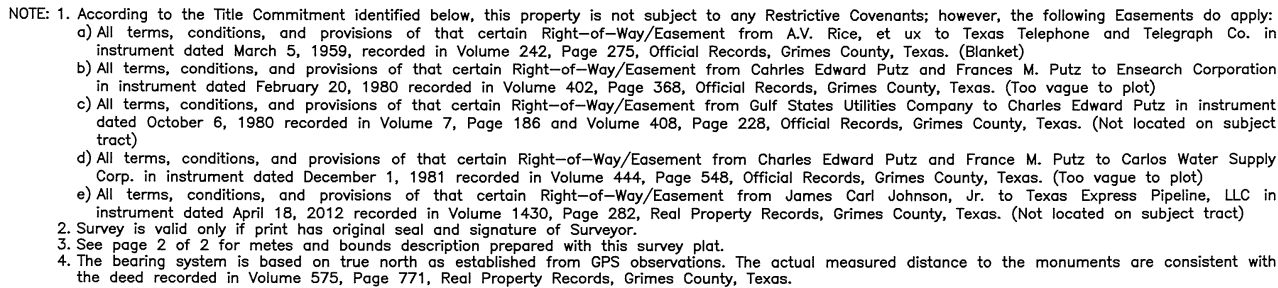
City

State

Zip

Listing Associate's Email Address

Phone



I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that the above survey is true and correct and agrees with a survey made on the ground under my supervision on May 31, 2022. There are no visible improvements other than those shown hereon. According to the Flood Insurance Rate Maps for Grimes County, Texas and Incorporated Areas, Map Number 48185C0150C, Map Revised April 3, 2012, this property is not located in a Special Flood Hazard Area.

This survey was prepared with the assistance of INDEPENDENCE
TITLE COMPANY Title Commitment GF #: 2204311-BUD,
effective March 11, 2022.



FIELD NOTES
Tract C
5.200 ACRES

Being all that certain tract or parcel of land lying and being situated in the Tandy H. Walker Survey, Abstract No. 471, in Grimes County, Texas and being part of the 33.428 acre Tract 1 and part of the 6.2 acre Tract 2 described in the deed from James Carl Johnson, Jr. and spouse, Kuri Lou Johnson to Igor, LLC, recorded in Document No. 325492 of the Official Records of Grimes County, Texas (O.R.G.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1-1/4-inch square bolt marking the northwest corner of the called 33.428 acre Igor Tract 1, the southeast corner of the called 3.00 acre Byrne Cemetery tract recorded in Volume 546, Page 515 of the Real Property Records of Grimes County, Texas (R.P.R.G.C.), the northeast corner of the called 25.30 acre Samuel J. Crocker tract recorded in Volume 1603, Page 832 (R.P.R.G.C.) and an exterior ell corner of the called 26.156 acre John S. Kochan and spouse, Kelli Kochan tract recorded in Volume 1238, Page 322 (R.P.R.G.C.);

THENCE: S 03°20'55" E (DEED CALL: S 01°03'00" W) along the fenced common line of the called 33.428 acre Igor Tract 1, the called 25.30 acre Crocker tract and the called 24.73 acre Robert L. Dillenbeck and wife, Lori L. Dillenbeck tract recorded in Volume 1355, Page 470 (R.P.R.G.C.), at 734.01 feet, pass a found 1/2-inch iron rod marking the southeast corner of the called 25.30 acre Crocker tract and the northeast corner of the called 24.73 acre Dillenbeck tract, continue for a total distance of 742.51 feet to a found 6-inch treated fence post marking the northwest corner of this herein described tract and the POINT OF BEGINNING;

THENCE: S 68°59'27" E into and through the called 33.428 acre Igor Tract 1 and the called 6.2 acre Igor Tract 2 for a distance of 546.84 feet to a 1/2-inch iron rod set for the northeast corner of this tract and being in the west right-of-way line of County Road 164, from whence a found 1/2-inch iron rod marking the northeast corner of the called 6.2 acre Igor Tract 2 bears N 01°54'43" E at a distance of 983.19 feet for reference;

THENCE: S 01°54'43" W (DEED CALL: S 04°40'00" E) along the west right-of-way line of said County Road 164 for a distance of 350.60 feet to a 1/2-inch iron rod set for the southeast corner of this herein described tract;

THENCE: S 85°34'50" W into and through the called 6.2 acre Igor Tract 2 and the called 33.428 acre Igor Tract 1 for a distance of 466.10 feet to a 1/2-inch iron rod set for the southwest corner of this tract and being in the east line of the called 24.73 acre Dillenbeck tract, from whence a found 8-inch treated fence post marking the northeast corner of the called 266.667 acre Lynn Trant Shaw tract recorded in Volume 1106, Page 809 (R.P.R.G.C.) and the southeast corner of the called 24.73 acre Dillenbeck tract bears S 03°20'55" E at a distance of 167.34 feet;

THENCE: N 03°20'55" W (DEED CALL: N 01°03'00" E) along the fenced common line of this tract, the called 33.428 acre Igor Tract 1 and the called 24.73 acre Dillenbeck tract for a distance of 583.36 feet to the POINT OF BEGINNING and containing 5.200 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on May 31, 2022.

See survey plat on Page 1 of 2
for additional information.



T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)

Date: 6/10/2022 GF No. _____
Name of Affiant(s): TODD HAYES
Address of Affiant: 565 S. Mason Rd. Ste 203 Cary, TX 77450
Description of Property: A0471 T H WALKER, TRACT C - 09001024-LS-TRACT-C-5.2-ACRES
County Grimes, Texas

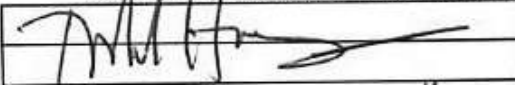
"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TEXAS, personally appeared Affiant(s) who after by me being sworn, stated:

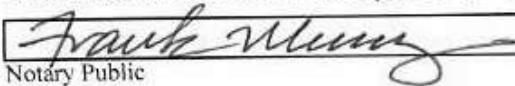
1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since 4/27/2022 there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below): NONE

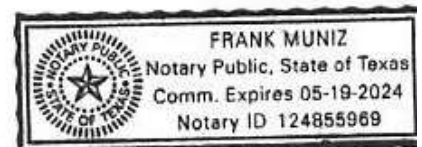
5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.



SWORN AND SUBSCRIBED this 10th day of JUNE, 2022.


Notary Public

(TXR 1907) 02-01-2010





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-18-14

**ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS****ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT****Tract C, County Road 164, Iola, TX 77861**

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. *Subject to Section C below*, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
- ☒ (1) Seller reserves all of the Mineral Estate owned by Seller.
- ☐ (2) Seller reserves an undivided n/a interest in the Mineral Estate owned by Seller. *NOTE: If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.*
- C. Seller ☐ does ☒ does *not* reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. *NOTE: Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.*
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate. If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. READ THIS FORM CAREFULLY.

Buyer

Igor, LLC, signed by Todd Hayes

Seller

dotloop verified
06/13/22 9:54 PM EDT
SA3R-WXNG-YJCQ-VWOD

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-2. This form replaces TREC No. 44-1.



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

Tract C County Road 164, Iola, TX 77861

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1)inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

Igor, LLC, signed by Todd Hayes

Signature

dotloop verified
06/13/22 9:54 PM
EDT
PYT9-UT5L-F9JX-JPEQ

Date

Signature

Date

Buyer

Buyer

(This notice is to be furnished to a prospective buyer/tenant at such time as broker begins assisting buyer/tenant to locate a property.)

BROKER NOTICE TO BUYER/TENANT

As a prospective buyer/tenant, you should know that the listing and cooperating ("selling") brokers and any broker representing you as a buyer's/tenant's broker, possess no special skills, knowledge or expertise concerning the physical or environmental condition of the property or properties introduced to you nor do they represent themselves to be such experts, and, therefore, make no representations, warranties or guaranties regarding the physical or environmental condition of any such property.

Environmental Hazards/Inspection

As the result of concerns regarding environmental hazards (including, but not limited to, asbestos, lead-based paint, mold, urea formaldehyde insulation, radon gas, PCB transformers, underground storage tanks, electromagnetic fields, hazardous or toxic waste and materials, ammonium compounds, solvents, pesticides, acids, DDT, and any other substance on or about the property or forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic or hazardous materials or undesirable substance injurious to the health of occupants of a property), it is recommended that you retain the services of a qualified expert of your choice to inspect and test for the presence of environmental hazards on or about the property as part of the contract between seller and buyer in a sale transaction or a lease between landlord and tenant, if desired. Buyer/Tenant shall be solely responsible for retaining the services of such expert, if any.

Physical Condition/Inspection

You are advised that you should thoroughly inspect the property and have the physical condition of the property inspected by persons of your choice who are licensed as inspectors by the Texas Real Estate Commission or otherwise permitted by law to perform inspections and take whatever other action you deem necessary or appropriate as part of the contract between seller and buyer in a sale transaction or a lease between landlord and tenant. If you request broker to furnish a list of inspectors and/or repairmen, broker is not making any representations or warranties as to the capabilities or workmanship of such persons. You are advised to accompany the inspectors during their inspection of the property and to ask any questions you may have regarding the property. You are advised to walk through and visibly inspect the property immediately prior to the closing in a sale transaction or occupancy in a lease transaction. In the event the condition of the property is not then in accordance with the contract/lease, you should immediately inform the below-named Broker.

MLS/CIE Information

Information contained in the Multiple Listing Service (MLS) or Commercial Information Exchange (CIE) of Houston Realtors Information Service, Inc. ("HRIS"), a subsidiary of Houston Association of REALTORS, Inc., is furnished by (1) MLS, and CIE participants who acquire the information from sources such as owners of listed properties, appraisers, and builders, and (2) county appraisal districts and tax services. The information is disseminated to MLS and CIE participants for their exclusive use and display to their clients and customers. Certain information in MLS and CIE such as square footage, assessed value, taxes, and year built is obtained from either the county appraisal district, an appraiser or builder. Neither the listing Broker, Broker displaying the information to you, HRIS, MLS, nor CIE represents or verifies the accuracy of the information. You should not rely upon any information contained in MLS and CIE and you should independently verify such information. You are further advised that MLS rules require the listing Broker of a sold/leased property to submit all information the MLS requires for participation, including the sales price/rent of a property purchased/leased by you.

Selling Broker or buyer's/tenant's broker, if any, shall furnish Listing Broker with a signed copy of this notice at the time the contract/lease is submitted.

I certify that I have provided the Prospective Buyer/Tenant named herein with a copy of this "Broker Notice to Buyer/Tenant."

I have received, read and understand the information in this "Broker Notice to Buyer/Tenant."

Date

Buyer/Tenant Name

Broker/Sales Agent Name

Signature

Signature

Buyer/Tenant Name

Company

Signature

Address

Address

Phone

Phone

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92410

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

That I, CHARLES EDWARD PUTZ and wife, FRANCES MARIE PUTZ

of the County of Brazos and State of Texas for and in

consideration of the sum of TEN AND 00/100-----

(\$10.00)-----DOLLARS

and other valuable consideration paid by Grantee from Grantee's separate property
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which

is hereby acknowledged, and the further consideration of

The execution and delivery by grantee of his one certain promissory note of even date
herewith, in the principal sum of \$60,000.00, payable to the order of grantors in
monthly installments and bearing interest as therein provided containing the usual
clauses providing for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed
of trust of even date herewith to

Philip C. Banks

Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

JAMES CARL JOHNSON, JR.

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

(See attached Exhibit A hereto and made a part hereof for all purposes)

MINERALS:

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For Grantor and Grantor's successors, a reservation of an undivided seven-eighths interest in the oil, gas, and other minerals that are in and under the property and that may be produced from it and a reservation of the right to ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

As to Tract II the interest in the real property owned by third parties as indicated in a Deed recorded in Vol. 59, page 246 of the Deed Records of Grimes County, Texas.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

(See attached Exhibit B attached hereto and made a part hereof for all purposes.)

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 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.

Grantors grant and convey the property to grantee as his separate property.

EXECUTED this 14th day of October, A.D. 1986

Charles Edward Putz
CHARLES EDWARD PUTZ

Frances Marie Putz
FRANCES MARIE PUTZ

Mailing address of each grantee:

Name:
Address:

Name:
Address:

(Acknowledgment)

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STATE OF TEXAS }
COUNTY OF Grimes

This instrument was acknowledged before me on the 14th day of October, 1986,
by CHARLES EDWARD PUTZ and wife, FRANCES MARIE PUTZ

My commission expires:



BONNIE FULTZ ARMSTRONG
Notary Public, State of Texas
My Comm. Expires 11-9-87

Notary Public, State of Texas
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

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

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

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

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____,
by _____
of _____
a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

AFTER RECORDING RETURN TO:

EXHIBIT "A"

JAMES B. SAUNDERS, et ux
33.428 Acre Tract
TANDY WALKER LEAGUE
Grimes County, Texas

TRACT ONE:

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This 33.428 acre tract of land in the Tandy Walker League of Grimes County, Texas is all of that certain 5.72 acre tract conveyed to H. R. Turner, et al by Carrie P. Rice, et al, and recorded in Volume 253, Page 354 of the Grimes County, Texas, Deed Records and all of that certain 27.92 acre tract conveyed to H. R. Turner, et al, by Carrie P. Rice, et al, and recorded in Volume 253, Page 354 of the Grimes County Deed Records. The above mentioned two tracts of land being the same two tracts as conveyed to James B. Saunders et ux, by H. D. Shastid, et ux by Warranty Deed Dated April 28 1965, and recorded in Volume 269, Page 514, of the Deed Records of Grimes County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1½" iron pipe found for the most northwesterly corner of this 33.428 acre tract;

THENCE N 88° 22' E for a distance of 538.5 feet and corner in the most westerly right-of-way line of the abandoned H & TC Railroad;

THENCE S 04° 40' W along the most westerly right-of-way line of the H & TC Railroad for a distance of 5,439.4 feet to a 3/8" iron pin for corner in the northeast right-of-way line of the county road;

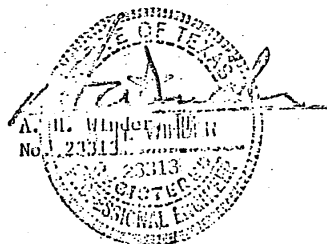
THENCE S 88° 45' W along the right-of-way line of the county road for a distance of 30.5 feet to an 1½" iron pipe, found for corner;

THENCE N 01° 31' E along a very old fence line for a distance of 803.1 feet and corner;

THENCE N 0° 05' W, continuing along a very old fence line, for a distance of 455.8 feet and corner;

THENCE N 02° 47' W, continuing along a very old fence line for a distance of 362.6 feet and corner;

THENCE N 01° 03' W, continuing along a very old fence line, for a distance of 3782.3 feet to the Place of Beginning and containing 33.428 acres of land more or less.



Being the same property described in Deed dated November 10, 1977, executed by Joe D. Bartos to Charles Edward Putz, recorded in Vol. 357, Pg. 473 Deed Records of Grimes County, Texas.

TRACT TWO:

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All that certain tract or parcel of land in the Tandy H. Walker League, Abstract No. 471, Grimes County, Texas, being a part of the abandoned H & TC RR ROW, and being described by metes and bounds as follows:

BEGINNING at a point in the West ROW line of the H & TC RR, said point being on the North ROW line of a county road and also being the SE corner of a tract of land conveyed to James B. Saunders, et ux, by H. D. Shastid, et ux, by deed dated April 27, 1965, and recorded in Volume 269, Page 514, Deed Records of Grimes County, Texas;

THENCE N 04 Deg. 40' E along the West ROW line of the H & TC RR for a distance of 5439.4 feet to the NE corner of the above mentioned Saunders tract;

THENCE N 88 deg E for a distance of 50 feet to a point for corner;

THENCE S 04 deg. 40' W for a distance of 5439.4 feet to the North ROW line of a county road;

THENCE S 88 deg. W along the North ROW line of said road for a distance of 50 feet to the Place of Beginning, containing 6.2 acres of land, more or less.

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9. Reservation set out in deed from Eleanor B. Brown, a widow, Joseph Wallace Brosig and Jeanette Brosig, a feme sole and Ewing Norwood and Mildred Norwood Armstrong joined by her husband, R. V. Armstrong, to A. V. Rice, dated February 6, 1953, of record in Volume 217, page 27, Deed Records of Grimes County, Texas, shown as follows: "Grantors herein reserve unto themselves an undivided 1/2 interest in and to all the oil, gas and other minerals in, on, or under the above described premises, together with the right of ingress and egress for the purposes of exploration and development of said oil, gas and other minerals"
 10. Reservation set out in deed from Carrie P. Rice, a widow, Trannie Mae Rice Berger joined by her husband Leroy Berger, Erma Oleta Rice Chaney joined by her husband Collier Chaney, Sherrie Inez Rice Murphy joined by her husband, Paul Murphy, Thelma Ethel Rice Metzger, a feme sole, Jessie Lee Rice, and Dorothy Virginia Rice Pyle, joined by her husband Roy Lee Pyle to H. R. Turner and S. R. Buchanan, dated August 23, 1962, of record in deed records of Grimes County, Texas, in Volume 253, page 354, shown as follows: "There is saved and excepted from First Tract, Second Tract and Third Tract of the above described property and reserved to the Grantors herein, their heirs, legal representatives and assigns, forever, a non-participating royalty interest equal to a one-sixteenth (1/16th) part (being 1/2 of the usual 1/8th royalty interest retained by landowners in the usual form of oil, gas and mineral leases, of all the oil, gas and other minerals of whatsoever nature which Grantees, their heirs and assigns may elect at any time hereafter to produce or cause to be produced from said lands, to be delivered unto Grantors, their heirs and assigns, free from all cost to them, in pipelines or other receptacles in which the remainder of all the oil, gas or other minerals so produced may be delivered. It shall not be necessary for Grantors herein, their heirs or assigns to sign, or to join in the execution of any such oil, gas or other mineral leases which Grantees, their heirs or assigns may elect to execute on said lands and premises, and Grantors shall not be entitled to participate in any bonuses or rentals under such leases."
 11. Reservation set out in deed from H. R. Turner and S. R. Buchanan to H. D. Shastid, dated April 13, 1964, of record in Volume 262, page 466, Deed Records of Grimes County, Texas, shown as follows:
"There is expressly reserved from the operation of this conveyance of said Second Tract unto each of the Grantors herein, H. R. Turner and S. R. Buchanan, their heirs and assigns forever, an equal undivided one-fourth of all of the oil, gas and other minerals within, under or upon the aforementioned 27.92 acres tract, but this said reservation shall be subject to, and there shall be charged against the same, the one-sixteenth non-participating royalty interest reserved in favor of Carrie P. Rice, et al, in and to the 27.5 acres tract of land as well as in and to the portion of the 5.72 acres hereinbefore described as be contained in the 63.2 acres designated as Fourth Tract in the aforementioned deed recorded in Volume 252, page 354 of the Deed Records of Grimes County, Texas."
- Subsequent conveyances of this Mineral Interest made in the following Deeds:
Executor's Deed dated February 11, 1983, executed by R.A. Patout, Jr. and First Bank & Trust, Ind. Co-Exec. of the Estate of Harvey R. Turner, deceased to Mrs. Wanda Steffy, recorded in Vol. 470, Pg. 375, Real Property Records of Grimes County, Texas.
and Gift Deed dated December 8, 1983, executed by Valeria R. Turner to Jarrett Cook Swanson, Jr., et al, recorded in Vol. 493, Pg. 803 and re-recorded in Vol. 495, Pg. 696, both of the Real Property Records of Grimes County, Texas.
12. Easement executed by J.W. Brosig, et al to Brazos River Transmission Electric Cooperative, Inc., dated November 12, 1947 of record in Vol. 187, Pg. 279, Deed Records of Grimes County, Texas.
 13. Right-of-Way executed by A.V. Rice, et ux to Texas Telephone & Telegraph Co., dated March 5, 1959 of record in Vol. 242, Pg. 275, Deed Records of Grimes County, Texas.
 14. Judgment granting Easement dated October 6, 1980, in District Court Suite #23,415, Grimes County, Texas, Gulf States Utilities Company VS. Charles Edward Putz, recorded in Vol. 7, Pg. 186, District Court Minutes, Grimes County, Texas and in Vol. 408, Pg. 228 of the Real Property Records of Grimes County, Texas.
 15. Right of Way Easement dated December 1, 1981, executed by Charles Edward Putz and wife, Frances M. Putz to Carlos Water Supply Corp., recorded in Vol. 444, Pg. 548 of the Real Property Records of Grimes County, Texas.

RECORDERS MEMORANDUM
At the time of recording this instrument was found to be inadequate for the best photographic reproduction because of illegibility.

Continuation of Exceptions Covering TRACT ONE:

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16. Oil, Gas and Mineral Lease dated August 13, 1976, for a primary term of Five (5) Years, executed by H.R. Turner and wife, Valeria Turner and S.R. Buchanan and wife, Ruth Buchanan to Cashman Oil & Gas, recorded in Vol. 340, Pg. 511, Deed Records of Grimes County, Texas and subject to the rights of holders or their assigns thereunder.
17. Oil, Gas and Mineral Lease dated August 19, 1977, for a primary term of Five (5) years, executed by R.E. Srmsstrong and William N. Armstrong to Kennedy & Mitchell, Inc., recorded in Vol. 355, Pg. 547, Deed Records of Grimes County, Texas and subject to the rights of holders or their assigns thereunder.
18. The Title to this property is subject to all severed minerals and mineral interest including that referenced hereinabove and all subsequent conveyances thereof, including, but not limited to mineral deeds, oil and gas leases, assignments, division orders and the like.

Covering TRACT TWO - 6.2 acres, Tandy Walker Survey, A-471:

19. Oil and Gas Lease dated May 5, 1978, for a primary term of Five (5) Years, executed by Southern Pacific Transportation Company to Robert L. Reese, recorded in Vol. 362, Pg. 498, Deed Records of Grimes County, Texas and subject to the rights of holders or their assigns thereunder.
20. Oil and Gas Lease dated May 5, 1978, for a Primary Term of Give (5) Years, executed by Bravo Oil Company to Robert L. Reese, recorded in Vol. 362, Pg. 503, Deed Records of Grimes County, Texas and subject to the rights of holders or their assigns thereunder.
21. Designation of Gas Unit - Cashco Energy Corporation, Williams No.1, Gas Unit- dated October 28, 1980, executed by Eugene C. Cashman and Thomas J. Cashman, Trustee, recorded in Vol. 411, Pg. 75, Real Property Records of Grimes County, Texas. This Gas Unit Designation includes Lease 362/498 and 362/503 hereinabove described.
22. The Title to this property is subject to all severed minerals and mineral interest and all subsequent conveyances thereof, including, but not limited to mineral deeds, oil and gas leases, assignments, division orders and the like.

Covering TRACT ONE AND TRACT TWO:

23. Right of Way and Easement dated February 20, 1980, executed by Charles E. Putz and wife, Frances Putz to Enserch Corporation, recorded in Vol. 402, Pg. 368, Real Property Records of Grimes County, Texas.

CHARGE TO:
NAYASOTA ABSTRACT COMPANY, INC.
AMOUNT \$

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092410

FILED FOR RECORD AT
'86 OCT 17 AM 11 59

TRINSTON HARRIS CO. CLK.
GRIMES CO., TEX.

Ann J. Harris

THE STATE OF TEXAS
COUNTY OF GRIMES

THIS CERTIFIES that the foregoing instrument, with its certificates of authentication was filed for record in my office on the 17th day of October, A. D. 1986 and duly recorded by me on the 17th day of October, A. D. 1986 in Vol. 575, Page 771, of the Real Property records of Grimes County, Texas.



Trinston Harris
County Clerk, Grimes County, Texas

By *Anna Scinsky* Deputy

Examiner Print