

the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 11th day of May A.D. 1926.

Seal. Zeb V. Nixon Notary Public Caldwell County Texas.

Filed for record at 10 o'clock A.M. on May 15th 1926.

Recorded at 11.30 o'clock A.M. on May 15th 1926.

*H.A. Buerger*  
County Clerk Guadalupe County Texas.

F.W. Warnock To H.A. Buerger Mineral Deed.

The State of Texas

County of Guadalupe. KNOW ALL MEN BY THESE PRESENTS:

That we, F.W. Warnock and Emma Warnock of said County and State, hereinafter called Grantor (whether one or more) in consideration of the sum of Four Hundred (\$400.00) Dollars to Grantor cash in hand paid by H.A. Buerger hereinafter called Grantee (whether one or more) the receipt of which is hereby acknowledged, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the said Grantee an undivided 2/4th of our 1/8th interest in and to all of the oil, gas and other minerals in and under the following described tract of land, situated in Guadalupe County Texas, to-wit:-

50 acres of land out of the V. Duran League Abst. 19 Pat. 62 being the S.W. half of Subdivision No. 2 of a partition of the southern portion of said league, and the S.W. portion of that 100 acres conveyed to Anderson Morgan and J. Whitfield by deed recorded in deed Book Z, page 531, said 50 acres BEGINNING at the most southwest corner of said Subd. 2 at the E. corner of No. 3; Thence N. 29 W. 1068 vs. to N.W. corner of said Subd. Thence N. 61 E. 265 1/2 vs. Thence S. 29 E. 1068 vs. to S.E. line of Duran League; Thence S. 61 W. 265 1/2 vs. to the place of beginning, and being the same land conveyed to Willie Warnock by B.E. Staats by deed recorded in Deed Book 19 pp. 604, together with the rights of ingress and egress at all times for the purposes of taking said minerals.

It is distinctly understood and herein stipulated that said land is under an Oil and Gas Lease made by Grantor providing for a royalty of 1/8th of the oil and certain royalties or rentals for gas and other minerals, and that Grantee herein shall receive one-fourth of the royalties and rentals provided for in said lease, but he shall have no part of the annual rentals paid to keep said lease in force until drilling is begun.

It is further agreed that Grantee shall have no interest in any bonus received by the Grantor in any future lease or leases given on said land, and that it shall not be necessary for the Grantee to join in any such lease or leases so made, That Grantee shall receive under such lease or leases 1/32nd part of all the oil, gas and other minerals taken and saved under any lease or leases, and he shall receive the same out of the royalty provided for in such lease or leases, but Grantee shall have no part in the annual rentals paid to keep such lease or leases in force until drilling is begun.

It is further agreed and herein stipulated that in case there is no paying production on said land on and for six months thereafter, that this grant shall become null and void and the minerals hereby conveyed shall revert to the said Grantor, F.W. Warnock and his heirs and assigns, but should there be such production, then and in that event, this grant shall remain in full force and effect until such production ceases, after which this instrument shall become null and void.

TO HAVE AND TO HOLD the same unto the said Grantee H.A. Buerger and his heirs and assigns, forever, PROVIDED, same may be terminated as set out above we hereby bind ourselves and our heirs, executors and administrators to Warrant and Forever Defend all and singular the said minerals unto the said Grantee H.A. Buerger his heirs and assigns, against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands on this the 7th day of May A.D. 1926.

F.W.Warncke  
Edna Warncke

The State of Texas  
County of Guadalupe. Before me, Otto J. Muelder a Notary Public in and for Guadalupe County Texas on this day personally appeared F.W.Warncke (a single man) and Edna Warncke (a fems solo) known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of May A.D. 1926.  
Seal, Otto J. Muelder Notary Public in and for Guadalupe County Texas.

Filed for record at 3 o'clock P.M. on May 15th 1926.  
Recorded at 11 o'clock A.M. on May 17th 1926.

*O. J. Muelder*  
County Clerk Guadalupe County Texas.

The Texas Company To James Greenwood et al. Release.

The State of Texas  
County of Guadalupe. The Texas Company, in consideration of \$1.00 cash, and other valuable considerations, receipt of which is acknowledged, hereby releases, relinquishes and forever quit-claims any and all rights whatsoever now held under the following oil and gas lease:

Dated the 8th day of December 1919, executed to A.W. Dibrell by James Greenwood Sr. and wife Frances, recorded in Volume 56 on page 523, Deed Records of Guadalupe County Texas.  
Executed at Houston Texas, on this 7th day of December 1925.

Attest:  
J.S. Ballard Asst. Secretary.  
The Texas Company  
By A.H. Culver  
Chief of Division of Lands and Leases.

State of Texas  
County of Harris. Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A.H. Culver, Chief of Division of Lands and Leases, of The Texas Company, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same as the act and deed of the said Texas Company, for the purposes and considerations and in the capacity therein expressed.

Given under my hand and seal of office, this 7th day of December 1925.  
Seal, H.L. Chauvin Notary Public in and for Harris County Texas.  
Filed for record at 3.10 o'clock P.M. on May 15th 1926.  
Recorded at 11.15 o'clock A.M. on May 17th 1926.

*H. L. Chauvin*  
County Clerk Guadalupe County Texas.

A.H. Neighbors To D.C. Neighbors et al. Warranty Deed.

The State of Texas  
County of Guadalupe. KNOW ALL MEN BY THESE PRESENTS:

That I, A.H. Neighbors of the County of Guadalupe State of Texas, for and in consideration of the sum of Eleven Hundred Fifty and no/100 Dollars to me paid and secured to be paid by D.C. Neighbors and wife Edna Neighbors as follows:

Four Hundred Fifty and no/100 Dollars (\$450.00) cash in hand paid, the receipt of which is here by acknowledged and confessed, and Seven Hundred and no/100 Dollars (\$700.00) evidenced by one promissory note of even date herewith for the sum of Seven Hundred and no/100 Dollars (\$700.00) executed by the said D.C. Neighbors and wife, Edna Neighbors, due on or before six years after date

on this day personally appeared Walter Hoffmann known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22 day of July A.D. 1947.

(SEAL) H. G. Muelder Notary Public in and for Guadalupe County, Texas.

The State of Texas )  
County of Coosal }

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lydia Hoffmann, wife of Walter Hoffmann, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Lydia Hoffmann acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 22 day of July A.D. 1947.

(Seal) Vera Oelkers Notary Public in and for Coosal County, Texas.

Filed for Record October 23, 1947, at 1-30 o'clock P.M.

Recorded October 23, 1947, at 3-30 o'clock P.M.

*Frank Schmidt*  
County Clerk, Guadalupe County, Texas

.....  
F. W. WARNOCK, ET UX TO H. E. WEINERT ROYALTY DEED #2743

.....  
File \_\_\_\_\_ Posted \_\_\_\_\_ E/R F.W.J.

THE STATE OF TEXAS )  
COUNTY OF GUADALUPE }

KNOW ALL MEN BY THESE PRESENTS:

That, vs. F. W. Warnock and Emma Warnock, both single persons hereinafter called grantor (whether one or more), for and in consideration of the sum of Ten Dollars cash in hand paid by H. E. Weinert, hereinafter called grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said grantee an undivided one-fourth (1/4) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Guadalupe and State of Texas, to-wit:

Being 122 acres of land, more or less, a part of the V. Duran League and the K. B. White survey in Guadalupe Co. Texas, and being the same property described in the deed from August Brietzke et al to F. W. Warnock and Emma Warnock, by which a 5/7 interest was conveyed to said grantee, and already owning a 2/7 interest, this conveyance to cover and include the entire fee simple title in and to the 122 acres of land, and reference is made to the above deed for a description of said land, said deed being dated July 29, 1945 and recorded in Vol. 88 pages 41-42 of the deed records of Guadalupe Co., Texas, together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to grantee herein, and to grantee's heirs, administrators, executors and assigns, for a period of fifteen (15) years from date hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or commercial quantities.

the expiration of said fifteen (15) years from date hereof, oil, gas or other minerals, or either of them, is not being produced or mined from said land or any portion thereof in paying or commercial quantities, this contract shall be null and void and the grantor's rights hereunder shall terminate.

Said lands, or portions thereof, being now under oil and gas lease executed in favor of R. A. Weyel it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes 1/4 of all the oil royalty, and gas royalty, and casinghead gas and gasoline royalty, and royalty from other minerals or products, due and to be paid under the terms of said leases. And it is further understood and agreed that notwithstanding the grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which grantor herein shall receive for any future leases, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

NEVERTHELESS, during the term of this grant, neither the grantor nor his heirs, administrators, executors and assigns of the grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas of one-eighth of the value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas, and one-eighth of the net amount of gasoline manufactured from natural or casinghead gas; and in the event grantor, or the heirs, administrators, executors and assigns of the grantor, or as in the status of the fee owners of the land and minerals, or as the fee owner of any portion of said land, shall operate and develop the minerals therein, grantee herein shall own and be entitled to receive as a first royalty hereunder, (1) An undivided 1/32nd of all the oil produced and saved from the premises delivered to grantee's credit free of cost in the pipe line, (2) An undivided 1/32nd interest and portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, (3) An undivided 1/32nd of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said grantee, and to grantee's heirs, administrators, executors and assigns, to warrant and forever defend all and singular, the said property and rights unto the said grantor, and grantor's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the following signatures, this the 2nd day of July 1927.

F. W. Warnecke  
Emma Warnecke

\$1.10 U.S. Stamps-cancelled  
The State of Texas )  
County of Guadalupe )

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared F. W. Warnecke and Emma Warnecke, both single persons known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged

to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 2nd day of July A.D. 1947.

(SEAL) H.C. Burdick Notary Public in and for Guadalupe County, Texas.

Filed for Record October 23, 1947, at 1-30 O'clock P.M.

Recorded October 29, 1947, at 4-10 O'clock P.M.

*Frank Schmidt*  
County Clerk, Guadalupe County, Texas

JOHN SOMMER, 1/2 CV TO H.H. WEINERT ROYALTY DEED #2744

File \_\_\_\_\_ Posted \_\_\_\_\_ E/R W.E.J.

THE STATE OF TEXAS, )  
County of Guadalupe )

KNOW ALL MEN BY THESE PRESENTS:

That we, John Sommer and wife Ella Sommer hereinafter called grantor (whether one or more), for and in consideration of the sum of Ten Dollars cash in hand paid by H.H. Weinert, hereinafter called grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided one-half (1/2) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Guadalupe and State of Texas, to-wit:

One hundred fourteen (114) acres, more or less, a part of the Vincent Duran Survey and being the same tract of land described in a deed from H. E. Zunker et al to John Sommer dated Dec. 13, 1943, recorded in Vol. 202, page 448 of the deed records of Guadalupe County, Texas, to which reference is here made for a more complete description of said land, together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to grantee herein, and to grantee's heirs, administrators, executors and assigns, for a period of fifteen (15) years from date hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or commercial quantities. If at the expiration of said fifteen (15) years from date hereof, oil, gas or other minerals, or either of them, is not being produced or mined from said land or any portion thereof in paying or commercial quantities, this contract shall be null and void and the grantor's rights hereunder shall terminate.

Said lands, or portions thereof, being now under oil and gas lease, executed in favor of F. M. Runkell it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes one-half of all the oil royalty, and gas royalty, and casinghead gas and gasoline royalty, and royalty from other minerals or products, gas and to be paid under the terms of said lease. And it is further understood and agreed that notwithstanding the grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

If the estate herein assigned, is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed. the covenants hereof shall extend to their heirs, executors, administrators, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the assignee until after the assignee has been furnished with a written transfer or assignment, or a copy thereof; and it is hereby agreed that in the event that this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail to make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this assignment so far as it covers a part or parts of said lands upon which the said assignee shall make due payment of said rental.

And for the same consideration, the undersigned for himself and his heirs, successors or representatives, hereby covenants with the said assignee his heirs, successors or assigns that he is the lawful owner of said lease and the rights and interests thereof and the property thereon are used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and encumbrances and that all rents and royalties due and payable thereunder have been duly paid; and that the undersigned will warrant and forever defend the title to said interest against all lawful claims and demands of all persons whomsoever.

In witness whereof the undersigned owner and assignor has signed and sealed this instrument this the 16th day of April, A.D. 1924.

C. C. Cannon

The State of Texas,  
County of Harris.

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

Given under my hand and seal of office, this the 16th day of April, A.D. 1924.  
(SEAL) Jewel Stovall, Notary Public in and for Harris County, Texas.  
Filed for record at 9-30 o'clock A. M. on August 2, 1924.  
Recorded at 11 o'clock A. M. on August 2, 1924.

*[Signature]*  
County Clerk, Guadalupe County, Texas.

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WM. WARNOCKE ET AL TO RAY OIL CO. LEASE  
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OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of July, A.D. 1923, by and between Wm. Warnocke, Lina Koepp, joined herein by her husband, Louis Koepp, F.W. Warnocke, an unmarried man, Miss Emma Warnocke, a feme sole, Anna Brietzke joined herein by her husband, August Brietzke, Mary Zunker joined herein by her husband Louis H. Zunker, Eoka Burns, joined herein by her husband L. N. Burns, Ida Hofer joined herein by her husband Karl Hofer, of hereinafter called lessor (whether one or more), and The Ray Oil Company, a corporation, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of One Hundred twenty two Dollars, cash in hand and paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, have granted, demised, leased and let, and by these presents do grant, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying

pipe lines and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the county of Guadalupe State of Texas, described as follows, to-wit:

Being 122 acres of land, more or less, and consisting of two tracts as follows, to-wit:

Tract No. 1. Being 75 acres of land conveyed to Wm. Warnke by Edward Tower, by deed dated the 1st day of January A.D. 1883, recorded in the Deed Records of Guadalupe County, Texas, in Volume T, pages 381 - 382 and being described as follows:

That tract or parcel of land lying and being in the County of Guadalupe Texas near Elm Creek and is a part of the Bigham White Survey and is the same tract sold to me by C. C. Woodward for 75 acres Beginning at the N. E. corner of Louis Peck's present homestead tract Thence N. 60 deg. E. 700 varas to the N. W. corner of T. G. Maddox present homestead tract. Thence S. 30 deg. E. 485 varas to a stone set in the center of the Seguin & LaVerna Road. from which a post oak 15" in dia. bears S. 23 deg. E. 7 varas. Thence S. 60 deg. W. and running in the center of said road, with its meanders. 410 varas to a stone set in the center of the road from which a post oak 15" in diam bears S. 33 deg. E. 4 varas; Thence on a straight line S. 60 deg. W. 290 varas to a stake or stone set for the S.W. corner of this tract. Thence N. 30 deg. W. 605 varas with said Louis Peck's N.E. boundary line to the place of beginning, and containing 75 acres, more or less

Tract No. 2, Being 50 acres of land, a part of the Vicente Duran Survey, situated in Guadalupe County, Texas, and being the West half of subdivision No. 2 of said league, containing 100 acres to wit:

Beginning at the Southwest corner of Subdivision No. 1/ Thence N. 29 deg. W. 1065 varas to the North West corner of No. 1; Thence S. 61 deg. W. 530 $\frac{1}{2}$  varas to a stake from which a mesquite 5" in diam bears S. 48 deg. W. 13 $\frac{1}{2}$  varas and a post oak 6" in diam bears S. 18 deg. W. 143 $\frac{5}{8}$  varas; Thence S. 29 deg. E. 1063 varas to a stake on S.E. boundary of said 1280 acres, from which a Black Jack 15" bears N. 8 $\frac{1}{2}$  deg. W. 35  $\frac{7}{10}$  varas. Thence N. 61 deg. E. 530 $\frac{1}{2}$  varas to the place of beginning, being the same land conveyed to Wm. Warnke by B.E. Staats, by deed dated the 28th day of October A.D. 1901, recorded in the Deed Records of Guadalupe County, Texas, Volume 19, pages 604-606.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which it may connect its wells, the equal one eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor One Hundred (\$100.00) Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the time by making their own connections with the well at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of twenty five (\$25.00) Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 12th day of July A.D. 1924, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessors credit in the Seguin State Bank at Seguin, Texas,

or its successors which shall continue as the depositor, regardless of change in the ownership of said land, the sum of one dollar per acre, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments of tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event if a second well is not commenced on said land within twelve months thereafter this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payments of rentals as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in proportion which their interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas oil and water produced on said land for all operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the lessor.

Lessee shall pay for damages caused by all operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned--and the privilege of assigning in whole or in part is expressly allowed--the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment, or a copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In testimony whereof we sign this the 12th day of July 1923.

Louis H. Zunker

Mary Zunker

Anna Brietzke

Mrs. Eoka Burns,

L. M. Burne

Ida Hofer

Louis C. Koepp.

Wm. Warnke,

Lina Koepp

F. W. Warncke

Miss Emma Warncke

August Brietzke

Karl Hofer



The State of Texas, |

County of Guadalupe. | Before me Otto J. Muellder, a Notary Public in and for Guadalupe County, Texas, on this day personally appeared Louis H Zunker and Mary Zunker his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Mary Zunker wife of the said Louis H Zunker having been examined by me privily and apart from her husband, and having the same fully explained to her she, the said Mary Zunker acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 16th day of July A.D. 1923.

(SEAL) Otto J. Muellder, Notary Public in and for Guadalupe County, Texas.

The State of Texas, |

County of Guadalupe. | Before me Otto J. Muellder a Notary Public, in and for Guadalupe County, Texas, on this day personally appeared August Brietske and Anna Brietske his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Anna Brietske wife of the said August Brietske having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Anna Brietske acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 16th day of July A.D. 1923.

(SEAL) Otto J. Muellder, Notary Public, in and for Guadalupe County, Texas.

The State of Texas, |

County of Bexar. | Before me, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared L. M. Burns and Eoka Burns, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Eoka Burns, wife of the said L. M. Burns having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Eoka Burns acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 28th day of July A.D. 1923.

(SEAL) W. T. Swanson, Notary Public in and for Bexar County, Texas.

The State of Texas, |

County of Guadalupe. | Before me, the undersigned authority, a Notary Public in and for Guadalupe County, Texas, on this day personally appeared Wm. Warnoke, F. W. Warnoke & Miss Emma Warnoke, each known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 12th day of July A.D. 1923.

(SEAL) Otto J. Muellder, Notary Public, in and for Guadalupe County, Texas.

The State of Texas. |  
 County of Guadalupe. | Before me, the undersigned authority, a Notary Public in and for Guadalupe County, Texas, on this day personally appeared L. C. Koepp and Lina Koepp his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lina Koepp wife of the said L. C. Koepp having been examined by me privily and apart from her husband, and having the same fully explained to her, and the said Lina Koepp acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 12th day of July, A.D. 1923.  
 (SEAL) Otto J. Muelder, Notary Public in and for Guadalupe County, Texas.

The State of Texas. |  
 County of Guadalupe. | Before me, Otto J. Muelder, a Notary Public in and for Guadalupe County, Texas, on this day personally appeared Karl Hofer & Ida Hofer his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Ida Hofer, wife of the said Karl Hofer having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ida Hofer acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this the 29th day of July A.D. 1923.  
 (SEAL) Otto J. Muelder, Notary Public in and for Guadalupe County, Texas.

Filed for record at 9-30 o'clock A. M. on August 2, 1924.  
 Recorded at 1-30 o'clock P. M. on August 2, 1924.

*O. J. Muelder*  
 County Clerk, Guadalupe County, Texas.

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 B. L. RABORN  
 \*\*\*\*\*  
 AFFIDAVIT.

The State of Texas. |  
 County of Bexar. | On this day personally appeared before me, the undersigned authority B.L. Raborn, being by me duly sworn deposes and says that he is President of the Ray Oil Company, a corporation, and that said Ray Oil Company holds a valid and subsisting lease on the following described land situated in Guadalupe County, Texas, to-wit:

Being 100 acres of land conveyed to Julius Krueger and wife by R. P. Leigh and wife by deed dated the 10th day of August A.D. 1909, recorded in the deed records of Guadalupe County Texas, in Volume 32, on page 390, to which deed and the records thereof reference is hereby made for full description, including metes and bounds. All of said 100 acres of land being described in said lease which is of record in Volume 59, page 682, Deed Records of Guadalupe County, Texas, to which reference is made; that the rental on said lease is paid up to and including the 5th day of November, A.D. 1925, and the said lease is in full force and effect as to the rights acquired by said Ray Oil Company in interest of Emilie Krueger.

Dated at San Antonio, Texas, this the 17th day of May A.D. 1924.

B. L. Raborn.

Subscribed and sworn to before me, this the 17th day of May A.D. 1924.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part save as herein expressly provided. If the obligation for reasonable development should require the drilling of a well or wells, Lessee shall have ninety (90) days after ultimate judicial ascertainment of the existence of such obligation within which to begin the drilling of a well; and the only penalty for failure to do so shall be the termination of this lease save as to ten (10) acres for each well being worked on and/or producing oil or gas to be selected by Lessee so that each 10 acre tract will embrace one such well.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

In witness whereof, this instrument is executed on the date first above written.

Noah Walker  
Maud Walker,  
Lessor.

The State of Texas, |  
County of Guadalupe. | Before me, the undersigned authority, on this day personally appeared Noah Walker and wife Maud Walker known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Maud Walker wife of Noah Walker having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Maud Walker acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 26th day of October, A. D. 1933.  
(SEAL) Claude S. Mc Kay, Notary Public in and for Guadalupe County, Texas.  
Filed for record at 10 o'clock A. M. on January 24, 1934.  
Recorded at 9-30 o'clock A. M. on January 28, 1934.

*Walter Glasgow*  
County Clerk, Guadalupe County, Texas.

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F. W. WARNCKE ET AL TO H. H. WEINERT LEASE 204.  
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OIL, GAS AND MINERAL LEASE.

THIS AGREEMENT made this 16th day of November 1933 between Fritz Warncke and sister Emma Warncke, both single persons Lessor (whether one or more) and H. H. Weinert, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars (\$10.00), in hand paid of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees the following described land in Guadalupe County, Texas, to-wit:

Being 30 acres of land, a part of the Vicente Duran Survey, situated in Guadalupe County, Texas,

and being the west half of subdivision No. 2 of said League containing 100 acres to-wit: 220  
Beginning at the southwest corner of subdivision No. 1; Thence N. 29 deg. W. 1065 varas to the Northwest corner of No. 1. Thence S. 61 deg. W. 530½ varas to a stake from which a mesquite 5" in dia. bears S. 48 deg. W. 13½ varas and a post oak 6" in diam bears S. 18 deg. W. 14-3/5 varas; Thence S. 29 deg. E. 1065 varas to a stake on S.E. boundary of said 1280 acres, from which a Black Jack 16" bears N. 8½ deg. W. 35-7/10 varas; Thence N. 61 deg. E. 530½ varas to the place of beginning, being the same land conveyed to Wm. Warnock by B. E. Staats, by deed dated the 26th day of October, A. D. 1901, recorded in the Deed Records of Guadalupe County, Texas, in Volume 19, page 604-606.

It is the intention that this lease shall also include all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys.

2. Subject to the other provisions herein contained, this lease shall be for a term of Five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase a royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase (b) on gas, including casinghead gas or other gaseous substance produced from said land and sold or used off the premises or in the manufacture of gasoline or other produce therefrom, the market value at the well of one eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$50.00 per well per year, and upon such payment it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents; (50c) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. If operations for drilling are not commenced on said land on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Seguin State Bank & Trust Co Bank at Seguin, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of Fifty and no/100 Dollars (\$50.00), (herein called rental) which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to said bank on or before such date of payment. If such bank (or any successor bank) should fail; liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty(30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is con-

sideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In this connection the above described premises shall be treated as comprising 50 acres, whether there be more or less.

5. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or re-working operations or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If at the expiration of the primary term oil, gas or other mineral is not being produced on said land but Lessee is then engaged in drilling or re-working operations thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than thirty (30) consecutive days, and if they result in the production of oil, gas or other mineral so long thereafter as oil, gas or other mineral is produced from said land. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or divisions in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of recorded instrument evidencing same. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part save as herein expressly provided. If the obligation for reasonable development should require the drilling of a well or wells, Lessee shall have ninety (90) days after ultimate judicial ascertainment of the existence of such obligation within which to begin the drilling of a well; and the only penalty for failure to do so shall be the termination of this lease save as to ten (10) acres for each well being worked on and/or producing oil or gas to be selected by Lessee so that each 10 acre tract will embrace one such well.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land and in event Lessee does

so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Lessee agrees to pay for damage to growing crops on said land.

In witness whereof, this instrument is executed on the date first above written.

P. W. Warnoke

Emma Warnoke.

Lessor.

D. S. INT. REV. STAMPS  
50 cents cancelled.

The State of Texas, County of Guadalupe. Before me, the undersigned authority, on this day personally appeared P. W. Warnoke and Emma Warnoke, single persons, known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office, this the 16th day of November, A.D. 1933.

(SEAL) H. G. Muelder, Notary Public in and for Guadalupe County, Texas.

Filed for record at 10 o'clock A. M. on January 24, 1934.

Recorded at 10-15 o'clock A. M. on January 28, 1934.

*Walter Glasgow*  
County Clerk, Guadalupe County, Texas.

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WM. F. SCHULTZE TO LAND BANK COMMISSIONER TRANSFER 211.

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Correspondent Mr. H.A. Ernst, Seguin, Texas.

TRANSFER AND ASSIGNMENT.

THE STATE OF TEXAS, COUNTY OF GUADALUPE. KNOW ALL MEN BY THESE PRESENTS:

That Wm. F. Schultze hereinafter called Grantor, whether there be one or more parties executing this instrument, for and in consideration of the sum of \$600.00 in hand paid by the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, the receipt of which is hereby acknowledged, has this day bargained, sold and conveyed, and by these presents does bargain, sell, convey and assign, without recourse unto said Commissioner,--an unpaid balance of \$800.00, principal and all interest owing on that certain promissory note for the sum of \$2,000.00, dated September 2, 1918, executed by H. E. Blumberg, payable to Frank Pape, due on January 1, 1924, secured by and more fully described in a certain deed executed by Frank Pape to H. E. Blumberg and now shown of record in Vol. 54, page 38 Deed Record of Guadalupe County, Texas, to which instrument and its record reference is here made for a better description of said note or notes and the land securing the payment thereof.

And the Grantor hereby bargains, sells and conveys unto the said Land Bank Commissioner all of the right, title and interest now owned or held by Grantor in and to said land by virtue of said note or notes and the lien securing same, insofar only as said lien rests upon and against the lands described in Deed of Trust dated November 29, 1933, executed by Samuel Bloch, et ux Ottlie Bloch, to A. C. Williams Trustee, for the use and benefit of said Commissioner.

TO HAVE AND TO HOLD unto the said Land Bank Commissioner, his successors in office and assigns, the above described note or notes, together with all and singular, the contract lien, vendor's lien, deed of trust lien, rights equities and interest in said land described in said Deed of Trust last above mentioned which the Grantor herein has by virtue of being the legal owner and holder of said note or notes and the lien securing same, Grantor hereby covenanting that all payments, offsets and credits to which said note or notes are entitled, do appear on the back

F. W. WERNCKE, ET UX

-TO-

E. A. WEYEL

-LEASE-#2360

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 8th day of December, 1945, between F. W. Werncke and Emma Werncke, both single persons herein called lessor (whether one or more), and E. A. Weyel, lessee:

1. Lessor in consideration of Ten and no/100 dollars (\$10.00) in hand paid, rentals of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and all other minerals, laying pipe lines, storing oil, building tanks, power stations, telephone lines and other structures and things thereon to produce, save, take care of, treat, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Guadalupe county, Texas, to-wit:

Being 122 acres of land, more or less, a part of the Vicente Duran League and the A. B. White Survey, in Guadalupe County, Texas, and being the same property described in the deed from August Brietzke, et al to F. W. Werncke and Emma Werncke, by which a 3/7 interest was conveyed to said grantees, and they already owing a 2/7 interest, this oil and gas lease to cover and include the entire fee simple title in and to the 122 acres of land, and reference is made to the above deed for a description of said land only, said deed being dated July 29, 1925, and recorded in Volume 58 pages 41-42 of the deed records of Guadalupe County, Texas.

Notwithstanding any particular description, it is nevertheless the intention of lessor to include within this lease, and he does hereby lease, not only the land so described but also any and all other land owned or claimed by lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of five years from this date (called "primary term"), and as long thereafter as oil, gas, or other mineral is produced from said land.

3. The royalties to be paid by lessee are: (a) on oil, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; lessor's interest in either case to bear its proportion of any expense for treating the oil to make it marketable as crude; (b) on gas, one-eighth of the proceeds from the sale of the gas, as such at the well for gas from wells where gas only is found, and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid, such well shall be held to be a producing well under paragraph two hereof. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product, one-eighth of the market value of such gas, or if said gas is sold by the lessee, one-eighth of the proceeds of the sale thereof; (c) on all other minerals mined and marketed, one-eighth, either in kind or value at the well or mine, at lessor's election, except that on sulphur the royalty shall be fifty cents (.50) per long ton.

4. If operations for drilling or mining are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless on or before one year from this date lessee shall pay or tender to the lessor's rental of one hundred

twenty one & 43/100 dollars (\$21.43) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the Seguin State Bank and Trust Co. Bank of Seguin, Texas, which bank, or any successor thereof shall continue to be the agent for the lessor, and lessor's successors and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty days after lessor shall deliver to lessee a recordable instrument, making provision for another method of payment or tender, and any depository charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, on or before the rental paying date.

5. If prior to discovery of oil, gas or other minerals on said land, lessee should drill and abandon a dry hole or holes thereon, or if after discovery of oil, gas or other mineral the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, but lessee is then engaged in operations for drilling, mining or re-working of any well or mine thereon, this lease shall remain in force so long as such operations or said additional operations are commenced and prosecuted with no cessation of more than thirty (30) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 200 feet of and draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

6. Lessee shall have free use of oil, gas, coal and water from said land, except water from lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land, without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessor for any lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title



from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessees of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

8. The covenants of lessee mentioned in this lease, as well as all implied covenants, are not to be understood conditions, and the breach of one or all of same will not work a forfeiture, abandonment or termination of this lease except the failure to drill, or pay or tender rentals provided for in paragraph four (4) hereof.

After discovery of oil, gas or other mineral upon said premises, the title to all minerals in and upon and underlying the surface of the land described in this lease shall remain and be vested in lessee and shall not revert to lessor nor end until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, either expressed or implied, of this lease and every part and parcel of the lands described herein.

9. When drilling or other operations are delayed or interrupted by storm, flood, or act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. If for any period or periods of time after oil or gas has been discovered on the leased premises same is not produced because lessee is unable to obtain and install, by reason of any cause set forth above, any equipment or material necessary for handling such production upon the leased premises or transporting same therefrom, then nevertheless during such period or periods of time it shall be deemed and considered for the purpose of continuing this lease in effect under the terms hereof that production of oil or gas is being had upon the leased premises.

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien, with the right to enforce same and apply rentals and royalties according hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

11. Lessee, its/his successors and assigns, shall have the right at any time to surrender this lease in whole or in part to lessor or his heirs and assigns, by delivering a release thereof to the lessor, or by placing thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied of this agreement as to the acreage so surrendered.

In witness whereof, we sign the day and year first above written.

\$.55¢ U.S. Internal Revenue stamp cancelled

F. W. Warncke  
Lena Warncke

THE STATE OF TEXAS, )  
COUNTY OF OCADALUTE. |

Before me, the undersigned authority, a Notary Public in and for Guadalupe County, Texas, on this day personally appeared F. W. Warncke & Lena Warncke, known

to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of December, 1945.

(SEAL) M. C. Mueller, Notary Public, Guadalupe County, Texas.

Filed for Record December 12, 1945 At 4-15 O'clock P. M.

Recorded on December 21, 1945 at 11 o'clock A. M.

*Frank Schmidt*  
County Clerk, Guadalupe County, Texas.

EMILIE DOEGE, ET AL -TO- E. A. WEYEL -LEASE- #2362

**OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT made this 8th day of December, 1945, between Mrs. Emilie Doege, a widow; Albert Doege and wife Elsie Doege herein called lessor (whether one or more), and E. A. Weyel lessee:

1. Lessor in consideration of Ten and no/100 dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and all other minerals, laying pipe lines, storing oil, building tanks, power stations, telephone lines and other structures and things thereon to produce, save, take care of, treat, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Guadalupe county, Texas, to-wit:

Mrs. Emilie Doege et al

Partition Head

Deed dated May 3, 1934, filed May 5, 1934, recorded in Vol. 152, page 19, deed recorded of Guadalupe County Texas. All that certain tract or parcel of land, situated and being in Guadalupe County, Texas, and being a part of the hereinabove described prairie, and being subdivision #3 on the hereto attached plat marked exhibit A, and made a part of this instrument for the purpose of description; said tract being described particularly by metes and bounds as follows: Beginning at the North corner of Tract No. 2, herein partitioned to Mrs. Martha Matka, for the West corner of this tract; Thence South 29 deg. East 1184 varas to a stake set for the east or southeast corner of subdivision No. 2, for the Southwest corner of this tract; Thence North 61 deg. E. 165.4 varas to a fence post set for a corner of the said 344 acres, and a corner of this tract; Thence north 29 deg. West 752 varas to a fence post set for a corner; Thence North 61 deg. East 229.3 varas to a stake set for a corner in the south boundary line of the original tract; Thence north 29 deg. West 426 varas to a stake set in the North line of the 344 acre tract for a corner of this tract; Thence South 61 deg. West 394.7 varas to the beginning containing 52 acres of land.

Albert Doege

and containing 52 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Five years from this date (called "primary term"), and as long thereafter as oil, gas, or other mineral is produced from said land.

3. The royalties to be paid by lessee are: (a) on oil, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected; lessor's interest in either case to bear

of, of certain promissory note for the sum of Eight Thousand Five Hundred and no/100 (\$8,500.00) Dollars, executed by Ernest A. Linne, payable to Julius Seligmann dated September 12, 1941, payable in installments as therein prescribed and secured by a vendor's lien retained in deed from Julius Seligmann to Ernest A. Linne, dated September 12, 1941 and recorded in Vol. 193, page 410 and described therein, and described in a certain deed of trust executed by Ernest A. Linne to H. A. Bangfrede, trustee for Julius Seligmann dated the 12 day of September 1941, and recorded in Vol. 17, on page 613 of the records of Deeds of Trust of Guadalupe County, Texas, I, Julius Seligmann the owner and holder of said note, do hereby release the vendor's and deed of trust lien shown by said instruments to exist upon the following described property, to secure payment of said note, viz.:

All that certain tract and parcel of land situated in Seguin, Guadalupe County, Texas, a part of Lot One (1), in Farm Block Nine (9) of said City of Seguin, and being a part of a tract of 5 1/2 acres, more or less, conveyed by S. M. Lillard et al to D. D. Baker and Jul. Seligmann by deed dated Feb. 20, 1912, recorded in Vol. 37, pages 295-6 of the deed records of said county, and part of the same 5 1/2 acres which was conveyed by D. D. Baker to Jul. Seligmann as 1st tract by deed dated Nov. 7, 1912, recorded in Vol. 38, pages 605-6 of said deed records. Said tract being more fully described in the aforesaid deed to Ernest A. Linne and deed of trust executed by Ernest A. Linne, reference to which instruments and the record thereof is here made for all purposes.

In Witness Whereof, the undersigned has caused this instrument to be executed, this the 24th day of November 1947.

Julius Seligmann

The State of Texas )  
County of Bexar )

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Julius Seligmann known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th day of November A. D. 1947.  
(SEAL) Grace L. Cole Notary Public in and for Bexar County, Texas.  
Filed for Record November 25, A. D. 1947 at 1-20 o'clock A.M.  
Recorded November 29, 1947, at 1-55 o'clock P.M.

*Grace L. Cole*  
County Clerk, Guadalupe County, Texas

\*\*\*\*\*  
F. W. WARNOCKE, ET AL TO H. H. WEJHER' EXTENSION OF PRIMARY TERM OF LEASE #3067  
\*\*\*\*\*

THE STATE OF TEXAS )  
COUNTY OF GUADALUPE )

WHEREAS, on or about the 8th day of December, 1945, F. W. Warnocke and Emma Warnocke both single persons, as lessors, executed and delivered to E. A. Weyal, as lessee, an oil, gas and mineral lease covering 122 acres of land, more or less, a part of the Vincente Duran league and the K. B. White Survey, in Guadalupe County, Texas, fully described in said lease, to which reference is here made;  
said lease being recorded in Vol. 213, pages 55-58, of the deed records of Guadalupe County, Texas, to which reference is here made for all purposes; and

WHEREAS, paragraph 2 of such lease provides that the same shall remain in force for a term of five years from the date thereof and as long thereafter as oil, gas or other mineral is produced from said land; and

WHEREAS, said oil, gas and mineral lease is now owned and held by H. H. Weinert, and it is desired that the primary term of said oil, gas and mineral lease be for a term of ten years from the date of said lease and as long thereafter as oil, gas or other mineral is produced from said land;

NOW, THEREFORE, know all men by these presents that we, F. W. Warncke and Emma Warncke, both single persons, for and in consideration of the sum of Five (\$5.00) Dollars and other valuable considerations to us in hand paid by H. H. Weinert, the present owner and holder of said lease, the receipt whereof is hereby acknowledged, do hereby change, alter and amend said paragraph 2 of said lease and agree and stipulate that said paragraph 2 of such lease shall hereafter be and read as follows, to-wit:

"2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten years from this date (called "primary term"), and as long thereafter as oil, gas or other mineral is produced from said land," thereby fixing the primary term of said lease to be ten (10) years from December 8th, 1945, and as long thereafter as oil, gas or other mineral is produced from said land.

Except as hereby changed and amended, said oil, gas and mineral lease is and shall remain in full force and effect according to all of its terms and provisions, the only change made or intended being to increase the primary term of said oil, gas and mineral lease in the manner hereinabove set forth.

WITNESS OUR HANDS, this the 26th day of April, A.D.1946,

F. W. Warncke  
Emma Warncke

The State of Texas )  
County of Guadalupe )

Before me, the undersigned, a Notary Public in and for Guadalupe County, Texas, on this day personally appeared F. W. Warncke, a single man, and Emma Warncke, a feme sole, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26 day of April, A.D.1946.

(SEAL) H. G. Muelder Notary Public in and for Guadalupe County, Texas.

Filed for Record November 25, 1947, at 3 o'clock P.M.

Recorded November 29, 1947, at 2-10 o'clock P.M.

*Frank Schmidt*  
County Clerk, Guadalupe County, Texas

\*\*\*\*\*  
AMALIA WALZYM TO WALTER H. BEHRENDT WARRANTY DEED #3058  
\*\*\*\*\*

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

That I, Amalia Walzen, a feme sole of the County of Fayette State of Texas for and in consideration of the sum of Three Thousand Five Hundred and No/100 (\$3,500.00) Dollars to me cash in hand paid by Walter F. Behrendt, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and con-

Filed for Record March 19, 1954 at 1:00 o'clock P. M.  
Recorded April 14, 1954 at 9:20 o'clock A. M.

County Clerk, Guadalupe County, Texas

\*\*\*\*\*  
F. W. WARNCKE ET UX TO ELM CREEK PRODUCTION CO. LEASE #931  
\*\*\*\*\*

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 22nd day of March, 1954, between F. W. Warncke and Emma Warncke, both single persons herein called lessor (whether one or more), and Elm Creek Production Co., lessee:

1. Lessor in consideration of Ten and no/100 Dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas, and all other minerals, laying pipe lines, storing oil, building tanks, power stations, telephone lines and other structures and things thereon to produce, save, take care of, treat, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Guadalupe County, Texas, to-wit:

Fifty acres of land out of the V. Duran original league, being the west half of Subdivision 2 of said league, Beginning at the southwest corner of Subdivision 1; Thence N 29 deg. W. 1065 varas to the northwest corner of Subdivision 1. Thence S. 61 W 530 1/2 varas to stake from which a mesquite 5 in. in dia. brs. S 48 W 13 1/2 vs. and a post oak 6 in. in dia. brs. S. 18 W. 14-3/5 vs; Thence S. 29 deg. E. 1063 vs. to stake on the S.E. boundary of a 1280 acre tract from which a black jack 15 in. in dia. brs N 8 1/2 W 35-7/10 vs.; Thence N 61 deg E 530 1/2 vs. to the place of beginning, containing 50 acres, and being the same land which was conveyed by B. E. Staats to Wm. Warncke by Deed dated Oct. 28, 1901 and recorded in Guadalupe County Deed Record Book 19 pages 604-6 to which record reference is here made and which is made a part hereof, and containing 50 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (called "primary term"), and as long thereafter as oil, gas, or other mineral is produced from said land.

3. The royalties to be paid by lessee are: (a) on oil, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipe lines to which the wells may be connected; lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; (b) on gas, one-eighth of the proceeds from the sale of the gas, as such at the well for gas from wells where gas only is found, and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid, such well shall be held to be a producing well under paragraph two hereof. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product one-eighth of the market value of such gas, or if said gas is sold by the lessee, one-eighth of the proceeds of the sale thereof; (c) on all other minerals mined and marketed, one-eighth, either in kind or value, at the well or mine, at lessee's election, except that on sulphur the royalty shall be fifty cents (.50) per long ton.

4. If operations for drilling or mining are not commenced on said land on or before

one year from this date, this lease shall terminate as to both parties, unless on or before one year from this date lessee shall pay or tender to the lessor a rental of Fifty and no/100 Dollars (\$50.00) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term. Payment or tender may be made to the lessor or to the Seguin State Bk. & Trust Co. Bank at Seguin, Texas, which bank, or any successor thereof shall continue to be the agent for the lessor, and lessor's successors and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, lessee shall not be held in default until thirty days after lessor shall deliver to lessee a recordable instrument, making provision for another method of payment or tender, and any depositary charge is a liability of the lessor. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said bank or lessor, on or before the rental paying date.

5. Lessee is hereby granted the right, power and option at any time or from time to time while this lease is in force, to pool and combine the lands covered by this lease or any portion /or portions thereof as to all or any mineral or stratum thereunder, with other lands, lease or leases or portion or portions thereof or mineral or stratum thereunder so as to create units of such size in surface acres as lessee may desire but containing not more than 45 surface acres; provided, if at any time the size specified for the drilling, completion or producing of a well at a regular location under the then effective orders or regulations of any governmental authority applicable to the area of the lands covered by this lease, requires a unit larger than 45 surface acres or larger than a unit thereofers created or of a different shape, then lessee may create a unit, or enlarge or change the shape of an existing unit, to such different size or shape as lessee may desire, but not to a size substantially exceeding the size specified in such orders or regulations for a regular location. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

6. If prior to discovery of oil, gas or other minerals on said land, lessee should drill and abandon a dry hole or holes thereon, or if after discovery of oil, gas or other mineral the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion and abandonment of said dry hole or holes or the cessation of production. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, but lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon, this lease shall remain in force so long as such operations or said additional operations are commenced and prosecuted with no cessation of more than thirty (30) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land. In the event a well or wells producing oil or gas in paying quantities shall be brought in on adjacent land and within 200

feet of and draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas, coal and water from said land, except water from lessor's wells, for all operations hereunder, including repressuring pressure maintenance and recycling, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land, without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the right of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

9. The covenants of lessee mentioned in this lease, as well as all implied covenants, are not to be understood conditions, and the breach of one or all of same will not work a forfeiture, abandonment or termination of this lease except the failure to drill, or pay or tender rentals provided for in paragraph four (4) hereof.

After discovery of oil, gas, or other mineral upon said premises, the title to all minerals in and upon and underlying the surface of the land described in this lease shall remain and be vested in lessee and shall not revert to lessor nor end until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, either expressed or implied, of this lease and every part and parcel of the lands described herein.

10. When drilling or other operations are delayed or interrupted by storm, flood, or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, requisition or necessity of the government, or as a result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding. If for any period or periods of time after oil or gas has been discovered on the leased

premises same is not produced because lessee is unable to obtain and install, by reason of any cause set forth above, any equipment or material necessary for handling such production upon the leased premises or transporting same therefrom, then nevertheless during such period or periods of time it shall be deemed and considered for the purpose of continuing this lease in effect under the terms hereof that production of oil or gas is being had upon the leased premises.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien, with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that if lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

12. Lessee, its/his successors and assigns, shall have the right at any time to surrender this lease in whole or in part to lessor or his heirs and assigns, by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered.

This lease shall become valid and binding on each and every lessor above named as soon as signed by him, her or it, regardless of whether or not any of the other above named lessors have signed.

IN WITNESS WHEREOF, we sign the day and year first above written.

F. W. WARNCKE                      EMMA WARNCKE

THE STATE OF TEXAS  
COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day personally appeared F. W. Warncke and Emma Warncke, both single persons, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of March A.D. 1954.

SEAL      H. G. MUELLER, Notary Public in and for Guadalupe County, Texas.  
            Rt. 4, Seguin, Texas

Filed for Record March 25, 1954 at 11:45 o'clock A. M.

Recorded April 14, 1954 at 10:45 o'clock A. M.

*Frank P. Schmitt*  
COUNTY CLERK, GUADALUPE COUNTY, TEXAS

\*\*\*\*\*  
MELVIN MUELLER, ET UX                      TO                      EMIL KNOBLOCH                      WARRANTY DEED                      #900  
\*\*\*\*\*

THE STATE OF TEXAS,  
COUNTY OF GUADALUPE.                      KNOW ALL MEN BY THESE PRESENTS:

That we, Melvin Mueller and wife, Lola Mueller, of the County of Guadalupe, State of Texas, for and in consideration of the sum of Five Thousand and No/100 (\$5,000.00) DOLLARS, to us, cash in hand paid by Emil Knobloch, the receipt of which is hereby acknowledged, and for which no lien, either express or implied, is retained or shall exist, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Emil Knobloch, of the County of Guadalupe, State of Texas, all that certain tract or parcel of land, situated in the Moses Baker League in Guadalupe County, Texas, and being a part of a tract conveyed to Robert Jubela, et ux,



EASEMENT AGREEMENT

STATE OF TEXAS (
COUNTY OF (
GUADALUPE (

I. Grant of Easement

That I (WE), Charles Hewitt, hereinafter called Grantors, for the sum of \$1.00 and other valuable consideration, paid by EAST CENTRAL WATER SUPPLY CORPORATION, hereinafter called Grantee, do hereby grant, sell, and convey unto Grantee an easement and right-of-way upon and across the following described property of the Grantor:

Being 25.00 acres of land, more or less, out of the V. Duran Survey, Abstract No.19, in Guadalupe County, Texas, being out of the North end of a 53.505 acre tract being a part of the original 50 acre Warncke Estate and lying North of the F.M. Road No. 467, said 25 acres being bounded on the North by Elton Warncke being more particularly described in volume 1285, page 0331 of deed of records, Guadalupe County, Texas.

II. Character of Easement

The easement granted herein is an easement in gross.

III. Location of Easement

The easement and right-of-way herein conveyed shall not exceed fifteen (15) feet in width; the centerline thereof to be across said land as follows:

Beginning at a point in the southwest property line 7.5' southeast of the northwest property line of said property.

Thence in a northeasterly direction 7.5' southeast of and parallel to the northwest property line to a point of exit in the northeast property line of said property.

Together with a 20' temporary construction easement southeast of and parallel to the above described water line easement.

IV. Purpose of Easement

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing,

relocating, and removing water pipelines for operation of a water system and any equipment necessary to maintain and operate the water system.

#### V. Duration of Easement

The easement, rights, and privileges herein granted shall be perpetual or for so long as Grantee shall operate the water system and pipeline(s) within said easement. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

#### VI. Exclusiveness of Easement

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easements or conflicting rights within the area covered by this grant.

#### VII. Secondary Easements

The easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the herein granted property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the pipelines and equipment contemplated by this grant. Upon the completion of such construction and installation, Grantee shall replace and restore all fences, walls, or other structures which may have been relocated or removed during the construction period, and Grantee shall pay Grantor reasonable compensation for such fences, walls or structures which may not be replaceable, and for such vegetation and crops as may have been damaged or destroyed during such construction.

### VIII. Encroachments

Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

### IX. Rights Reserved

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the herein granted easement including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, platting or parking areas, and other like uses and/or to dedicate all or any part of the surface of the property affected by this easement to any city for use as a public street, road, or alley.

### X. Entire Agreement

This instrument contains the entire agreement between the parties relating the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the parties.

### XI. Attorney's Fees

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

XII. Binding Effect

This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed this 7 day of JAN, 1999

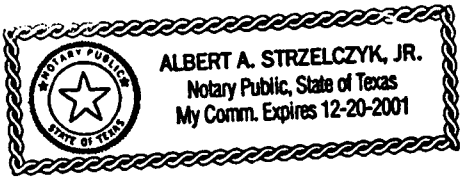
Charles Hewitt  
Grantor

ACKNOWLEDGMENT

State of Texas

County of Bexar

This instrument was acknowledged before me on this 7 day of January 1999, by Charles Hewitt.



Albert A. Strzelczyk, Jr.  
Notary Public in and for  
The State of Texas  
My Commission Expire 12-20-01

*Return To:*

East Central Water Supply Corp.  
P O. Box 570  
Adkins, Texas 78101

FILED FOR RECORD

99 MAR 24 PM 4:14

LIZZIE M. LORENZ  
COUNTY CLERK GUADALUPE CTY.

Lizzie M. Lorenz

THE STATE OF TEXAS  
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Guadalupe County, Texas.



Lizzie M. Lorenz  
County Clerk,  
Guadalupe County Texas



