
Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions dated June 20, 1972 in Volume 508 at Page 574, Deed Records and dated June 29, 1974, recorded in Volume 509, Page 50, Deed Records and dated July 18, 1972 in Volume 510 at Page 433, of the Deed Records and dated June 12, 1992 recorded in Volume 320 at Page 256 of the Official Records and also as dated May 24, 2004, recorded under County Clerk's File No. 043747, Official Records of Matagorda County, Texas, but omitting any covenant, condition or restriction, in any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to Handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

Buyer Initials

Seller Initials

-
- a. Rights of parties in possession. (Applies to Owner's Policy only).
 - b. Subject to the Right of Way for electrical transmission line dated June 13, 1958 to Central Power & Light Company recorded in Volume 319, Page 513, Deed Records of Matagorda County, Texas.
 - c. Subject to five foot utility easement (5') at rear of property as shown on the plat in Volume 7 at Page 4 of the Plat Records of Matagorda County, Texas.
 - d. Exception of an outstanding undivided 9/16th interest of oil, gas and other minerals as contained in deed dated December 6, 1971 executed by Minnie Culver et al and recorded in volume 503 at page 94 of the Deed Records of Matagorda County, Texas.
 - e. Easement dated January 4, 1984 to Southwestern Bell Telephone Company recorded in Volume 7 at page 542, Official Records of Matagorda County, Texas.

Buyer initials

Seller initials

1111 14.50

BOOK 508 IN 574

RESTRICTIONS, RESERVATIONS, AND COVENANTS OF STERLING SHORES

STATE OF TEXAS }
COUNTY OF MATAGORDA }

KNOW ALL MEN BY THESE PRESENTS:

That MATAGORDA DUNES, INC., a Texas corporation, acting by the undersigned officers hereunto duly authorized, being the owners of a tract of land of 21.530 acres in the S. R. Fisher One-Quarter League, in Matagorda County, Texas, covered by and reflected by a Plat and Dedication of STERLING SHORES, filed on the date of the filing of this instrument and recorded in Book 7, Page 4, of the Plat Records of Matagorda County, Texas, does hereby adopt the following Restrictions, Reservations, and Covenants, as applicable to and governing said Subdivision and the rights of the purchasers of lots in said Subdivision, to-wit:

I.

The street, walkways, and easements as shown on said Plat are not dedicated to the public, but are set aside solely for the private use and benefit of the owners and lawful residents of property in said subdivision and adjacent subdivisions; except that a 10-foot wide utility easement crossing Blocks 2-6, inclusive, is reserved to the undersigned, or any successor in title to the water system serving this Subdivision, for the maintenance, repair, replacement with larger mains (if deemed necessary), or the removal of the waterline located thereon. No building or structure shall be placed or erected over any part of said easement, and no property owner shall be entitled to any damages from any operations reasonably necessary or proper for such maintenance, repair or removal. There is further reserved to the owners of said water system, its agents, employees, or representatives, the right of access to said utility over any lot through which said easement runs for any such operations, when no other adequate practical means of access is available.

II.

This restriction shall not apply to or affect any residence or structure in existence on the date of the filing of this instrument in the office of the County Clerk of this County, but the following setback provisions shall be applicable to any residences, structures, or additions to existing structures, hereafter erected or placed on lots in said Subdivision:

- (a) No structure, or part thereof, shall be located within 25 feet of the front line of any lot on Beachfront Drive, or nearer than 5 feet to the side lines of any such lot.
- (b) No portion of any house or structure shall be placed or located within 60 feet of the Southeast lines, respectively, of Lots 1-30, inclusive, of Block 1, or within 50 feet of the Southeast lines, respectively, of Lots 31-60, inclusive, of said Block 1.
- (c) No separate or detached garage, boathouse, or structure shall be placed or located on any single lot in Block 1 on which a residence is constructed, but on any lot on which no residence is or has been erected a separate building may be placed for any lawful use not inconsistent with these restrictions, provided that no such separate building which is unsightly or detracts from the appearance of the Subdivision shall be so erected. The determination of whether any such building is suitable in appearance may be made by the undersigned Company, or by any Architectural Committee of property owners which may be hereafter appointed by the undersigned.

Buyer Initials

Seller Initials

III.

No building or structure shall be erected on the green belt area adjacent to the Southeast line of Block 1; provided that this restriction shall not prohibit the placing thereon of garbage collection facilities, picnic tables, or other facilities customarily useful for a private parkway, but in no event shall anything be placed thereon unreasonably interfering with the view of the Gulf of Mexico from any residence in Block 1. All provisions of this Paragraph are subject to the provisions of Paragraph IV (c).

IV.

(a) For a period of twenty (20) years from the date hereof all lots in this Subdivision are reserved solely for private residential use, and only single-family residences of conventional construction shall be placed thereon. The placing on any lot in this Subdivision of pre-fabricated structures commonly designated and known as "mobile homes" is expressly prohibited, regardless of whether or not the same be placed on a permanent foundation; and the placing of a mobile home or similar structure on a permanent foundation, with or without additions or attached construction added to or surrounding the same, shall be a violation of this restriction, and is expressly prohibited.

(b) No business, professional, or commercial enterprise shall be carried on or located on any lot in this Subdivision or on the green belt adjacent to any such lot.

(c) The restriction of lots in this Subdivision to private residential use and the prohibition against the carrying on of any business or commercial enterprise is subject to the following qualification: An area, or areas, of this Subdivision may be, at any time prior to the expiration of 20 years from the date hereof, converted from residential to business or commercial use by the written agreement, or agreements, in recordable form filed in the deed records of Matagorda County, executed by all of the owners of the area so to be converted, provided: (1) such area, or areas, shall begin at the westerly lines of Lot 1, Block 1, and Lot 1, Block 2, and shall extend easterly in a solid body of land embracing lots on both sides of Beachfront Drive so that the easterly line of each area so converted shall be formed by the easterly line of a lot in Block 1 extended to the North line of the Block on the opposite side of Beachfront Drive; and (2) a buffer area or strip 100 feet in width shall be maintained and established between the business or commercial area and the nearest residential lot East of the commercial area, and said 100-foot strip on both sides of the street shall either be used for residential purposes or for open landscaping, so that no business or commercial structure shall be erected or such enterprise conducted nearer than 100 feet to the residence of any owner not joining in the agreement for the conversion of his property from residential to commercial use. Successive, contiguous, adjacent commercial areas may be created in the same manner as above provided by the owners of the lots involved. When any commercial area shall have been established, as above provided, the area of the green belt lying between such area and mean high tide shall no longer be subject to the use of residential property owners but may be used and enclosed by the owner of the adjacent commercial area for landscaping and parking facilities, but no building shall be constructed thereon which would substantially obstruct the view of the residences. The building set-back provisions applicable to residential areas, as provided herein, shall not be applicable to commercial areas.

Buyer initials

Seller initials

DEED

BOOK 508 PAGE 576

v.

No owner of any lot in this Subdivision shall be entitled to make any claim for damages occasioned by the establishing or changing of grades on Beachfront Drive; provided that any such grade shall be established or approved either by the County Engineer or a competent civil engineer. The walkways designated on the Plat may be used for drainage purposes.

VI.

Matagorda Dunes, Inc., is not the owner of all of the oil, gas, and other minerals, but outstanding mineral interests have been reserved by prior owners. Any deed of conveyance of any lot within this Subdivision, whether so specifying or not, shall convey only such interest in the minerals in and under said lot as has been acquired and is owned by Matagorda Dunes, Inc., on the date of this instrument.

EXECUTED, this 10th day of June, 1972.

MATAGORDA DUNES, INC.

By Harvey H. Lane, Jr.
Harvey H. Lane, Jr.
President

ATTEST:

Gene Litchfield
Gene Litchfield, Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared HARVEY H. LANE, JR., President of MATAGORDA DUNES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged the same to be the act and deed of said corporation, and that he has executed the same as the act and deed of said corporation for the purposes and considerations therein expressed, and in the capacity indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of June, 1972.

James H. Harty
Notary Public in and for
Travis County, Texas



Buyer initials

Seller initials

STATE OF TEXAS }
COUNTY OF MATAGORDA }

DEED
BOOK 508 PAGE 577

The undersigned STERLING HOLLOWAY, TRUSTEE, being the owner of the land referred to as the "green belt area" in Paragraph III of the foregoing and attached instrument, and in subparagraph (c) of Paragraph IV thereof, consents to and approves the provisions relating to such area, hereby agreeing to respect such restrictions, and in the event of sale of said area, to make such sale subject to said provisions. This paragraph shall not be construed to make the undersigned a party to the foregoing dedication, except as to the extent of his consent and approval as herein provided.

SIGNED, this 14th day of June, 1972.

Sterling Holloway
STERLING HOLLOWAY, TRUSTEE

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STERLING HOLLOWAY, TRUSTEE, 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 considerations therein expressed, and in the capacity indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of June, 1972.

Michael D. Dickson
Notary Public in and for
Travis County, Texas

FILED FOR RECORD
AT 10:57 O'CLOCK A M

JUN 19 1972

HILMA S. HUITT
County Clerk, Matagorda Co., Tex.
Hilma S. Huitt

Filed for record the 19th day of June, A. D. 1972.
Duly recorded this the 19th day of June, A. D. 1972 at 4:00 o'clock P.M.
By *Louise Strickland* Deputy Hilma S. Huitt, County Clerk
Matagorda County, Texas

Buyer initials

Seller Initials

238th 15th

11111

BOOK 509 PAGE 50

STATE OF TEXAS
COUNTY OF MATAGORDA

KNOW ALL MEN BY THESE PRESENTS:

Reference is hereby made to "Restrictions, Reservations, and Covenants of Sterling Shores," executed by Matagorda Dunes, Inc., on June 10, 1972, recorded in Volume 508, Pages 574, et seq., Matagorda County Deed Records; said instrument and the provisions thereof are hereby amended as follows, in the same manner as if the following language had appeared in said instrument:

"Matagorda Dunes, Inc., hereby reserves the right to amend, modify, qualify, or waive any of the provisions of said reservations, covenants, and dedication, when in its sole determination and discretion it is of the opinion that such modification, alteration or waiver does not detract, and will not result in detracting, from the general quality of the Subdivision nor prejudice any vested rights of the owners of land in said Subdivision."

EXECUTED, this 29th day of June, 1972.

MATAGORDA DUNES, INC.

ATTEST:

By Jean Holloway
Vice-President

Helen Dittfield
Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared JEAN HOLLOWAY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledge the same to be the act and deed of MATAGORDA DUNES, INC., and that she executed the same as the Vice-President of said corporation, for the purposes and considerations therein expressed, and in the capacity indicated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of June, 1972.

[Signature]
Notary Public in and for
Travis County, Texas

FILED FOR RECORD
AT 8:30 O'CLOCK A.M.

JUN 30 1972

HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY [Signature] DEPUTY

Filed for record the 30th day of June, A. D. 1972.
Duly recorded this the 30th day of June, A. D. 1972 at 4:00 o'clock P.M.

By [Signature] Deputy

Hilma S. Huitt, County Clerk
Matagorda County, Texas

Buyer Initials

Seller Initials

5043-130

FILED

BOOK 510 PAGE 433

CLARIFICATION OF RESTRICTIONS

STATE OF TEXAS)
COUNTY OF MATAGORDA)

KNOW ALL MEN BY THESE PRESENTS:

MATAGORDA DUNES, INC., acting by and through its duly authorized undersigned officer hereby files this CLARIFICATION of the "Restrictions, Reservations and Covenants" of Sterling Shores, recorded in Volume 508, Page 574, Matagorda County Deed Records, and also to the Amendment thereto filed of record in Volume 509, Page 50, Matagorda County Deed Records, to-wit:

I.

The original unrecorded survey of this Subdivisions having been grossly inaccurate, the Plat and Dedication of Sterling Shores filed in Book 7, Page 4, Matagorda County Plat Records, correctly represents the true location of all lots in said Subdivision, and was designed to eliminate encroachments by any of the eighty-odd existing houses therein, through variations in the width of footpath easements, ranging from five (5') feet to fourteen (14'). These easements were designed primarily for pedestrian traffic to and from the beach area, and, where necessary, for drainage. No structure now erected or to be erected which does not interfere with such usages shall be deemed in violation of the restrictions governing this Subdivision.

II.

Notwithstanding the discretionary function provided in the Amendment in Volume 509, Page 50, Matagorda County Deed Records, such provision shall have no application to the prior dedication of the green belt between the Southeast line of Block One and mean high tide, as fully set forth in such dedication and in the original Restrictions filed in Volume 508, Page 574, Matagorda County Deed Records.

EXECUTED, this 18th day of July, 1972.

MATAGORDA DUNES, INC.

By Jean Holloway
Jean Holloway, Vice-President

STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared JEAN HOLLOWAY, Vice-President of MATAGORDA DUNES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of said corporation for the purposes and considerations therein expressed, and in the capacity indicated, and that the same is the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of July, 1972.

Lilly L. Stangley
Notary Public in and for
Matagorda County, Texas.

FILED FOR RECORD
AT 2:25 O'CLOCK P.M.

JUL 18 1972

HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
By Jane Bastine DEPUTY

Buyer initials Seller initials

Filed for record the 18th day of July, A. D. 1972.
Duly recorded this the 18th day of July, A. D. 1972 at 4:00 o'clock P.M.
By Jane Bastine Deputy Hilma S. Huitt, County Clerk
Matagorda County, Texas

Pd. 300
700
3434

320/ 256

EXTENSION OF AND AMENDMENT TO
RESTRICTIONS OF STERLING SHORES SUBDIVISION

STATE OF TEXAS |
COUNTY OF MATAGORDA |

1.

The name of the subdivision is:

STERLING SHORES SUBDIVISION, being all of the property described in Volume 509, Pages 574, 575, 576 and 577, and the same property as described in Volume 509, Page 58, and in Volume 510, Page 433, reference of which are herein made and included as a part hereof as if recited verbatim.

2.

In order to promote the continued general welfare, safety, public health, morale of the community, goodwill and property values, these restrictions are hereby extended from June 14, 1992 for successive periods of ten (10) years, unless an instrument signed by the majority of the landowners of the lots has been recorded in the office of the County Clerk of Matagorda County, Texas, agreeing to change said covenants in whole or in part.

The restrictions hereinbefore referred to contains no provision for modification and/or extension, and the purpose of this petition is to modify, amend and/or supplement said restrictions to include and by this petition provides that any changes in said covenants and/or restrictions in whole or in part or any modification or amendment thereof may be filed in the office of the County Clerk of Matagorda County, Texas, approved by a majority of the landowners of the lots in said subdivision.

Buyer Initials

Seller Initials

The Restrictions, Reservations and Covenants of Sterling Shores, now on record in the County Clerk's Office of Matagorda County, Texas, paragraph 1 through and including paragraph 6 and referred to in the legal description hereinbefore given, are hereby ratified and carried forward as if written anew herein.

A Homeowner's Association has been formed and designated as Sterling Shores Homeowners' Association, and actions heretofore taken by said association for and on behalf of all lot owners of Sterling Shores Subdivision are hereby ratified and approved. Notice is hereby given to all owners in Sterling Shores Subdivision that they have a right to file suit under Sections 201.010 and 201.008(e), Texas Property Code, in order to challenge the procedures followed in extending, creating, adding to or modifying these restrictions.

Notice is further given to all owners who may elect to delete their property from the operation of any provision contained herein by filing a statement described in Section 201.009(b), Texas Property Code, before one (1) year after the date on which the owner receives actual notice of the filing of this petition.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

Executed this 12th day of June, 1992.

STERLING SHORES HOMEOWNERS ASSN.

BY: 
WILLIAM M. BELL - President

Buyer initials

Seller Initials

320/ 258

STATE OF TEXAS |
COUNTY OF MATAGORDA |

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM M. BELL, President of Sterling Shores Homeowners Association, 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 and on behalf of each lot owner in said subdivision for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office on this the 12th day of June, 1992.

Edwin F. Gullice
Notary Public, State of Texas
Notary's printed name

Edwin F. Gullice
Commission expires September 1, 1994

FILED

'92 JUN 12 P3:03

Shane Waugh
COUNTY CLERK
MATAGORDA COUNTY, TEXAS

STATE OF TEXAS COUNTY OF MATAGORDA
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me,
and was duly RECORDED in the OFFICIAL RECORDS of
Matagorda County, Texas on



JUN 12 1992

Shane Waugh
COUNTY CLERK, Matagorda County, Texas

After recording return to:

Twig C. Bond
Attorney at Law
8705 Katy Freeway, Suite 400
Houston, TX 77024

Buyer Initials

Seller Initials

043747

RESTATED RESTRICTIONS, RESERVATIONS, AND COVENANTS
OF STERLING SHORES

STATE OF TEXAS §

COUNTY OF MATAGORDA § KNOW ALL MEN BY THESE PRESENTS:

That STERLING SHORES HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, acting by the undersigned officers hereunto duly authorized, having been assigned the right to amend, modify, qualify or waive any of the provisions of the deed restrictions in and to that certain tract of land of 21.530 acres in the S. R. Fisher One-Quarter League, in Matagorda County, Texas, covered by and reflected by a Plat and Dedication of STERLING SHORES [filed on July 18, 1972 and recorded In Book 7, Page 4, of the Plat Records of Matagorda County, Texas], which assignment was from MATAGORDA DUNES, INC. to PREFERRED ENVIRONMENTS, INC. and filed for record on July 7, 2003, as instrument no. 034538 [03500135552001/Year: 2003/No: 034538/Type: ASGMT], does hereby modify and amend the permanent Restrictions, Reservations, and Covenants and adopts the following permanent Restrictions, Reservations, and Covenants, as applicable to and governing said Subdivision and the rights of the purchasers of lots in said Subdivision, to-wit:

I.

The street, walkways, and easements as shown on said Plat are not dedicated to the public, but are set aside solely for the private use and benefit of the owners and lawful residents of property in said subdivision and adjacent subdivisions; except that a 10-foot wide utility easement crossing Blocks 2-6, inclusive, is reserved to the undersigned, or any successor in title to the water system serving this Subdivision, for the maintenance, repair, replacement with larger mains (if deemed necessary), or the removal of the waterline located thereon. No building or structure shall be placed or erected over any part of said easement, and no property owner shall be entitled to any damages from any operations reasonably necessary or proper for such maintenance, repair or removal. There is further reserved to the owners of said water system, its agents, employees, or representatives, the right of access to said utility over any lot through which said easement runs for any such operations, when no other adequate practical means of access if available.

II.

This restriction shall not apply to or affect any residence or structure in existence on the date of the filing of this instrument in the office of the County Clerk of this County, but the following setback provisions shall be applicable to any residences, structures, or additions to existing structures, hereafter erected or placed on lots in said Subdivision:

(a) No structure, or part thereof, shall be located within 20 feet of the front line of any lot on Beachfront Drive, or nearer than 5 feet to the side lines of any such lot.

(b) No portion of any house or structure shall be placed or located within 60 feet of the Southeast lines, respectively, of Lots 1-30, inclusive, of Block 1, or within 50 feet of the Southeast lines, respectively, of Lots 31-60, inclusive, of said Block 1.

RESTATED RESTRICTIONS, RESERVATIONS, AND COVENANTS
OF STERLING SHORES

Buyer Initials

Seller Initials



(c) No separate or detached garage, boathouse, or structure shall be placed or located on any single lot in Block 1 on which a residence is constructed, but on any lot on which no residence is or has been erected a separate building may be placed for any lawful use not inconsistent with these restrictions, provided that no such separate building which is unsightly or detracts from the appearance of the Subdivision shall be so erected. The determination of whether any such building is suitable in appearance may be made by the undersigned Company, or by any Architectural Committee of property owners which may be hereafter appointed by the undersigned.

III.

(a) No building or structure shall be erected on the green belt area adjacent to the Southeast line of Block 1; provided that this restriction shall not prohibit the placing thereon of garbage collection facilities, picnic tables, or other facilities customarily useful for a private parkway, but in no event shall anything be placed thereon unreasonably interfering with the view of the Gulf of Mexico from any residence in Block 1.

(b) All lots in this Subdivision are reserved solely for private residential use, and only single-family residences of conventional construction shall be placed thereon. The placing on any lot in this Subdivision of pre-fabricated structures, commonly designated and known, as "mobile homes" or "manufactured homes" is expressly prohibited, regardless of whether or not the same be placed on a permanent foundation; and the placing of a mobile home or similar structure on a permanent foundation, with or without additions or attached construction added to or surrounding the same, shall be a violation of this restriction, and is expressly prohibited.

(c) No business, professional, or commercial enterprise shall be carried on or located on any lot in this subdivision or on the green belt adjacent to any such lot.

(d) Automobiles or other self-propelled machinery which are not operable or are not currently licensed with the State of Texas shall not be stored in this Subdivision.

(e) Roofing materials within this subdivision may not contain rocks, gravel or other loose material which may blow away in a strong wind.

IV.

[Reserved].

V.

No owner of any lot in this Subdivision shall be entitled to make any claim for damages occasioned by the establishing or changing of grades on Beachfront Drive; provided that any such grade shall be established or approved either by the County Engineer or a competent civil engineer. The walkways designated on the Plat may be used for drainage purposes.

Bayer initials

Seller initials

VI.

Matagorda Dunes, Inc., was not the owner of all of the oil, gas, and other minerals, but outstanding mineral interests have been reserved by prior owners. Any deed of conveyance of any lot within this Subdivision, whether so specifying or not, shall convey only such interest in the minerals in and under said lot as had been acquired and was owned by Matagorda Dunes, Inc., on July 18, 1972.

EXECUTED, this 24th day of May, 2004.

STERLING SHORES HOMEOWNERS ASSOCIATION

By: [Signature]
Matthew Foster
President

ATTEST:

[Signature]
Barney Mason, Secretary

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Foster, President of STERLING SHORES HOMEOWNERS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged the same to be the act and deed of said corporation, and that he has executed the same as the act and deed of said corporation for the purposes and considerations therein expressed, and in the capacity indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of May, 2004.

[Signature]
Notary Public in and for
HARRIS County, Texas
Notary's Stamp or Seal:



Buyer initials

Seller initials

NO. 474-0890
R.D.#
EST.#

DR. JONES 333
SITE#

Grantee Address:
Southwestern Bell Telephone Company
1000 FM 2004 Rm 110
Lake Jackson, Texas 77566

OFFICIAL RECORDS

507
1560

7-14-54
NON-EXCLUSIVE EASEMENT FOR UNDERGROUND FACILITIES

This EASEMENT entered into by the undersigned PREFERRED ENVIRONMENT, INC., a Texas corporation, acting by and through its President, hereto duly authorized and empowered, herein referred to as GRANTOR, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE.

For and in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, receipt of which is herein acknowledged GRANTOR does by these presents GRANT, BARGAIN, SELL, CONVEY, and CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns, a permanent easement to construct, operate, maintain, inspect, replace, and remove such underground telecommunication systems and lines, and all appurtenances thereto, as may be required by GRANTEE from time to time, over and under the following described strip of land, but subject to the further provisions of this instrument:

A strip of land ten (10') feet in width being parallel with and adjacent to both the North and South right-of-way lines of BEACHFRONT DRIVE, a private roadway, as shown on plat of 21.53 acres out of the S. R. Fisher Leagus, Matagorda County, Texas, designated "STERLING SHORES" shallias reflected by plat thereof of record in Book 7, Page 4, Plat Records of Matagorda County, Texas.

Also included herein is the right to use an additional ten (10') feet adjacent to the above-described strips as a Temporary Work Space during the construction of the herein described facilities, but only during the calendar year of 1984.

Grantee accepts this easement subject to the following provisions:

- (1) All installations shall be below the grade level of said Beachfront Drive;
- (2) Grantor reserves the right to utilize said strips of land for the installation of other utilities by it, or by its assigns; and
- (3) Grantee agrees that if the County of Matagorda, the Highway Department of the State of Texas, or any other state or municipal authority, desires to widen or extend, or to change the routing of said roadway, then Grantee, upon request of such authority, will remove and relocate its facilities at its own expense.

TO HAVE AND TO HOLD the same, with all rights and appurtenances to the same belonging, unto GRANTEE, its successors and assigns until the use of the easement is relinquished or abandoned.

Grantee, its successors and assigns shall repair and restore the property and pay for any damage done to Grantor's property by reason of construction and maintenance work.

Grantor warrants that it is the owner of the land herein conveyed and has the right to make this conveyance, and covenants that Grantee, its successors and assigns, may quietly enjoy the premises for the uses herein stated.

EXECUTED, this 4th day of January, 1984.

PREFERRED ENVIRONMENTS, INC.
By Jean Holloway
Jean Holloway, President

PAY BY DR. CO. N.
C.E.S. - 0 -

Buyer Initials

Seller Initials

OFFICIAL RECORDS

Vol 704543

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JEAN HOLLOWAY, President of PREFERRED ENVIRONMENTS, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same as the act and deed of said Corporation for the purposes and considerations therein expressed, and that the same is the act and deed of said PREFERRED ENVIRONMENTS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th
day of January, 1984.



Lane E. Webb
Notary Public in and for
Washington County, Texas
LANE E. WEBB
NOTARY-STATE OF TEXAS
COMMISSION EXPIRES
6-25-86

FILED

FEB 27 1984

Lane E. Webb
COUNTY CLERK
WASHINGTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF WASHINGTON
I hereby certify that this instrument was FILED in File Number
[blank] at the City and of the State of Texas by me
and was duly RECORDED in the above named records of
Washington County, Texas on



FEB 27 1984

Lane E. Webb
COUNTY CLERK, Washington County, Texas

Bayer initials

Seller initials

THE STATE OF TEXAS
COUNTY OF MATAGORDA

8.50 pd.
1587

BOOK 503 PAGE 94

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Minnie Culver, a widow; Audrey L. Culver, a widow and James Lee Culver, both individually and as independent Executors of the Estate of N. W. Culver, Deceased; Mary Culver Mecklenburg, joined herein by my husband, H. W. Mecklenburg; William G. Mecklenburg, acting by his Agent and Attorney-in-Fact, H. W. Mecklenburg; and Joan M. Finkerton and her husband, J. C. Finkerton, acting by and through their Agent and Attorney-in-Fact, H. W. Mecklenburg, all hereinafter called "Grantors" for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Sterling Holloway, Trustee, hereinafter called "Grantee", and the further consideration of the execution and delivery by the said Sterling Holloway, Trustee, of his certain promissory note of even date herewith for a sum certain as described in said promissory note, bearing interest at the rate therein set out, payable to the order of Minnie Culver; Audrey L. Culver; James Lee Culver, Mary Culver Mecklenburg; William G. Mecklenburg and Joan M. Finkerton; said note bearing the usual accelerating maturity clauses, pre-payments privileges and a provision for payment of attorney's fees if placed into the hands of an attorney for collection and said note being further secured in its payment by a deed of trust from Sterling Holloway, Trustee to Joe Entzeinger, Trustee, of even date herewith, for the benefit of Grantors herein, the receipt and sufficiency of all of which consideration from Grantee is hereby duly acknowledged and confessed by Grantors; said note containing provisions relating to partial release of liens, to which reference is hereby made; have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said Sterling Holloway, Trustee, of Travis County, Texas, the following described tract or parcel of land, lying and being situated in the County of Matagorda, State of Texas, and more particularly described as follows, to-wit:

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480.00 acre tract of land out of the George B. Culver Estate Tract on Matagorda Peninsula in the S. Rhodes Fisher 1/4th League, Abstract No. 35 and the Samuel Love Survey, Abstract No. 59, in Matagorda County, Texas, more particularly described as follows, to-wit:

BEGINNING at a cedar post found for the Point and Place of Beginning of the herein described 480.00 acre tract out of the George B. Culver 1757.9 acre estate tract on the Matagorda Peninsula in the S. Rhodes Fisher 1/4th League, Abstract No. 35 and the Samuel Love Survey, Abstract No. 59 in Matagorda County, Texas, said cedar post being South 22 deg. 01 minutes 27 seconds East, a distance of 1139.76 feet from a 4-inch galvanized iron pipe found for a reference point, said cedar post also being in the Easterly line of the aforementioned George B. Culver tract;

THENCE, North 21 deg. 30 minutes West with the Easterly line of the aforementioned George B. Culver tract a distance of 1000.0 feet to a 1-inch iron pipe set in said line for a corner of the herein described tract;

THENCE South 66 deg. 52 minutes West a distance of 6450.89 feet to a 1-inch iron pipe set for an interior corner at a point approximately 225 feet from the waters edge of a lagoon or pool located in said George B. Culver tract;

THENCE, North 42 degrees 01 minutes West on a line being approximately 225 feet at right angles from and parallel with the waters edge of the aforementioned lagoon, a distance of 338.76 feet to a 1-inch iron pipe set for an interior corner of the herein described tract;

THENCE, South 66 deg. 52 minutes 20 seconds West on a line approximately 225 feet at right angles from and parallel with the waters edge of the aforementioned lagoon a distance of 413.29 feet to a 1-inch iron pipe set for an interior corner, said iron pipe being approximately 225 feet from an existing interior fence in said George B. Culver tract;

THENCE, North 42 deg. 00 minutes 10 seconds West on a line approximately 225 feet at right angles from and parallel to the aforementioned existing interior fence a distance of 1911.0 feet to a 1-inch iron pipe set for a corner of the herein described tract;

THENCE, North 78 deg. 18 minutes 31 seconds West a distance of 871.48 feet to point for corner in the center line of a 150.0 feet wide F.N. Road #2031;

THENCE, South 16 deg. 41 minutes 29 seconds West with the center line of said F.N. Road #2031 a distance of 2443.65 feet to a point in said center line for a corner;

THENCE, North 78 deg. 18 minutes 31 seconds West on a line approximately 200 feet at right angles from and parallel to the Northeast line of the Culver Beach Development Company's Second Subdivision, a distance of 1010.25 feet to a point in the Westerly line of the aforementioned George B. Culver 1757.9 acre tract and the easterly line of the land conveyed to Isaac Arnold by deed recorded in Vol. 390, page 655, Matagorda County Deed Records;

THENCE, South 17 deg. 02 minutes West with the Westerly line of the said Culver tract a distance of 1264.95 feet to a point for corner;

THENCE, South 31 deg. 46 minutes West with the Westerly line of said Culver tract a distance of 1200.0 feet to a point for corner;

THENCE, South 44 deg. 54 minutes West with the Westerly line of said Culver tract a distance of 500.0 feet to a point for the most southerly corner of both the herein described tract and the said Culver 1757.9 acre tract of land;

THENCE, with the southerly line of the aforementioned George B. Culver 1757.9 acre tract of land, same being the southerly line of the herein described tract as follows:

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Seller Initials

North, 74 deg. 52 minutes East a distance of 2229.26 feet;
North, 73 deg. 36 minutes East a distance of 800.0 feet;
North, 68 deg. 10 minutes East a distance of 3900.0 feet;
North, 66 deg. 52 minutes East a distance of 4100.0 feet;
North, 68 deg. 37 minutes East a distance of 2298.0 feet to
a point for the most Easterly corner of both the herein described tract and
the George S. Culver 1757.9 acre tract;

THENCE, North 21 deg. 36 minutes West with the Easterly line of the said George
S. Culver 1757.9 acre tract a distance of 231.0 feet to the Point and Place of
Beginning and containing 480.0 acres more or less.

It is expressly understood and agreed that Grantors except and
retain for themselves, their heirs and assigns, an undivided one-half (1/2)
of seven-eighths (7/8) of all the oil, gas, sulphur and other minerals in
and under said land, and it is expressly agreed and understood that Grantee,
his heirs, successors or assigns, shall have the full and exclusive executive
power and authority, wholly without the joinder of the Grantors herein, their
heirs, executors, administrators or assigns, to negotiate and effect, sell,
execute and deliver oil, gas and/or mineral leases on the whole of said land,
or any part or parts thereof, or any interest therein, when at any time the
same may not be under oil, gas or mineral lease, for such consideration and
for such length of time and on such other terms and conditions as the Grantee,
his heirs, successors or assigns, may in his sole and exclusive judgment de-
termine to be fair and just; but no lease shall be executed without a reser-
vation of a minimum of 1/6th royalty on all oil, gas and other minerals, and
\$2.50 per ton royalty on sulphur. Any such lease may, at the election of the
Grantee, his heirs, successors or assigns, contain provisions granting the
right to pool or unitize the lands covered by said lease, or any part thereof,
as often and as many times as he may deem appropriate with other lands, for
the mining, drilling, investigating, development and exploration thereof for
oil, gas or other minerals or either of them, which lease or leases shall be
fully binding upon the Grantors, their heirs and assigns, and upon the royalty,
rental and bonus interest herein reserved to Grantors, their heirs and assigns,
wholly without the necessity of their joining in or ratifying any instrument,
pooling or unitizing the lands covered by said lease or any part thereof.

Buyer initials

Seller initials

FILED
BOOK 503 PAGE 97

but 1/2 of the 7/8ths of the money received by Grantee, his heirs, successors or assigns, as bonus, rental or royalty shall be payable to Grantors herein, their heirs or assigns.

This conveyance is made and accepted subject to the following:

- (a) Easement granted for the Colorado Flood Discharge Channel;
- (b) Easement granted to the Texas State Highway Department for Farm Road 2031;
- (c) All other public utility easements that are visible or of record in the office of the County Clerk of Matagorda County, Texas;
- (d) All surface leases, copies of which have heretofore been furnished to Grantee herein;
- (e) A recorded Plat covering a portion of the premises herein conveyed which has not been cancelled by the Commissioners Court of Matagorda County, Texas; and
- (f) Any prescriptive right or rights that any person or persons may have as a result of the Texas Public Beach Acts of the State of Texas.

This conveyance shall cover and vest in the Grantee, his heirs, successors or assigns, the title to the three wells located on the land covered hereby with all equipment, water lines, pumps, parts, and machinery owned by Grantors and used in connection with the operation of said wells, whether situated on the land or not, Grantors hereby covenanting that the two wells equipped with electric pumps are on the date of delivery of this deed in good operating condition.

This deed shall further cover and include, and Grantors hereby grant and convey to Grantee, his heirs, successors or assigns, all land, if any, owned by Grantors between the Southeast line of the description of this land

Buyer Initials

Seller Initials

set forth in the preceding metas and bounds description and the lands owned by the State of Texas constituting the border of the Gulf of Mexico, as owned by the State of Texas; provided the warranty of this deed shall not be applicable to any area, if any, the title to which by encroachment of the Gulf of Mexico over said Southeast line shall have become vested in the State of Texas. The Northeast line of this tract shall extend at its South end to the boundary line of the border of the Gulf of Mexico as owned by the State of Texas, whether or not Southeast of the beginning point in the foregoing description and its North end shall extend no less than 1,000 feet from a point 200 feet from mean low tide or from the beginning point, whichever is further.

TO HAVE AND TO HOLD the lands and premises described herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Sterling Holloway, Trustee, his heirs, successors and assigns forever, and we, the Grantors, do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said lands and premises conveyed by this deed unto the said Sterling Holloway, Trustee, his heirs, successors and assigns forever, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained herein against the herein described property and premises until the above described vendor's lien note, together with all interest thereon, are fully paid according to its face, tenor, effect and reading when this deed shall become absolute.

WITNESS OUR HANDS, this the 5th day of December, A. D. 1971.

Minnie Culver
Minnie Culver

Audrey L. Culver
Audrey L. Culver, individually and as
Independent Executrix of the Estate of
N. W. Culver, Deceased

Buyer initials

seller initials

James Lee Culver
James Lee Culver, Individually and as
Independent Executor of the Estate of
N. W. Culver, Deceased

Mary Culver Mecklenburg
Mary Culver Mecklenburg

H. W. Mecklenburg
H. W. Mecklenburg

William C. Mecklenburg

By: H. W. Mecklenburg
H. W. Mecklenburg, Agent and
Attorney-in-Fact

Joan M. Pinkerton & J. G. Pinkerton

By: H. W. Mecklenburg
H. W. Mecklenburg, Agent and
Attorney-in-Fact

Buyer initials

Seller initials

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BOOK 503 PAGE 100

BEFORE ME, the undersigned authority, on this day personally appeared Minnie Culver, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of December, A. D. 1971.



U. G. SIMONS
Notary Public in and for
Matagorda County, Texas

U. G. SIMONS
Notary Public in and for
Matagorda County, Texas
Notary Commission Expires June 1, 1973

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared Audrey L. Culver, a widow, and James Lew Culver, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same individually and as Independent Executors of the Estate of N. W. Culver, Deceased for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of December, A. D. 1971.



U. G. SIMONS
Notary Public in and for
Matagorda County, Texas

U. G. SIMONS
Notary Public in and for
Matagorda County, Texas
Notary Commission Expires June 1, 1973

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared H. W. Mecklenburg and wife, Mary Culver Mecklenburg, 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 11th day of December, A. D. 1971.



U. G. SIMONS
Notary Public in and for
Matagorda County, Texas

U. G. SIMONS
Notary Public in and for
Matagorda County, Texas
Notary Commission Expires June 1, 1973

Buyer Initials

Seller Initials

FILED
BOOK 503 PAGE 101

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared H. W. Mecklenburg, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact of William G. Mecklenburg, Joan N. Pinkerton and J. G. Pinkerton, the parties thereto, and acknowledged to me that he executed the same as Agent and Attorney-in-Fact for the said William G. Mecklenburg, Joan N. Pinkerton and J. G. Pinkerton, and that the said William G. Mecklenburg, Joan N. Pinkerton and J. G. Pinkerton executed the same by and through him, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of December, A. D. 1971.

D. R. Sumner
Notary Public in and for
Matagorda County, Texas



Notary Commission Expires July 1, 1973

FILED FOR RECORD
AT 4:00 O'CLOCK P.M.
DEC 9. 1971
HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY Charles H. Hutto DEPUTY

Filed for record the 9th day of December, A. D. 1971.
Duly recorded this the 9th day of December, A. D. 1971 at 4:00 o'clock P.M.
D. R. Sumner Deputy
Hilma S. Huitte, County Clerk
Matagorda County, Texas

Buyer Initials

seller Initials

taining and removing said poles, wires and appurtenances; and the right to remove from said land all trees and parts thereof, or other obstructions which endanger or interfere with the safety or efficiency of said line or its appurtenances.

TO HAVE AND TO HOLD the above described rights, easements and rights of way unto the said Central Power and Light Company, its successors and assigns, until said line shall be abandoned and removed; and Central Power and Light Company, its successors and assigns, agree that in the event said lines shall be abandoned that they will remove same within sixty (60) days after said abandonment.

It is specifically agreed and understood that any electric line constructed under this easement grant shall be constructed, maintained and operated as to clearances under and in accordance with the National Electrical Safety Code, as published in March 1958 by the National Bureau of Standards, Handbook 30.

Central Power and Light Company shall be liable for any and all damages to the land, fences, crops, bridges and roads caused to the property of the grantors herein by the installation, construction, maintenance and operation of said lines and poles on said property. It is further agreed and understood that Central Power and Light Company shall hold harmless the grantors herein from any cause of action that may arise against the grantors, their heirs or assigns, caused by the construction, maintenance and operation of said lines and poles.

EXECUTED THIS 13th day of April, A. D. 1958.

Lillie Culver
Lillie Culver

A. S. Culver
A. S. Culver

W. W. Culver
W. W. Culver

W. W. Culver
W. W. Culver

Mary Culver Mecklenburg
Mary Culver Mecklenburg

H. W. Mecklenburg
H. W. Mecklenburg

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THE STATE OF TEXAS
COUNTY OF NATAGORDA

Buyer Initials Seller Initials

BEFORE ME, the undersigned authority, on this day personally appeared LILLIE CULVER, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

13th GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared A. S. CULVER, 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 13th
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared N. W. CULVER, 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 13th
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared E. N. CULVER, 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 13th
day of ~~April~~, A. D. 1958.

June
Mrs. Phyllis Halliame
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared H. W. MECKLENSBURG and MARY CULVER MECKLENSBURG, 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 CULVER MECKLENSBURG, wife of the said H. W. MECKLENSBURG, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY CULVER MECKLENSBURG, 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

Buyer Initials *Seller Initials*

to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of June, A. D. 1958.

June

Doris Thelma Williams
Notary Public In and for
Matagorda County, Texas

Filed for Record on the 14 day of June A. D. 1958, at 6:48 o'clock P.M.

Duly Recorded this the 20 day of June A. D. 1958, at 10 o'clock P.M.

Instrument No. 26838 HILMA S. HUITT, County Clerk
Matagorda County, Texas

By Krasshellink Deputy

Assignment
Arkansas Fuel Oil Corporation
and
Turnbull & Zech Drilling Co.
To
Linden Barrett

FILED FOR RECORD
June 14 1958 at 9:35
C/O H. M. Hill
Hilma S. Huit
County Clerk, Matagorda County
By Linden Barrett
Filed by Linden Barrett
Return to hold
Charge to hold
Fees 4.00

STATE OF TEXAS }
COUNTY OF MATAGORDA } 26838

KNOW ALL MEN BY THESE PRESENTS:
That Arkansas Fuel Oil Corporation, a Delaware corporation, with its principal office located in the City of Shreveport, Louisiana, and Turnbull and Zech Drilling Company, a Texas corporation, with an office located in the City of Corpus Christi, Texas, hereinafter sometimes jointly referred to as "Assignors", for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to them paid and delivered by Linden Barrett, a resident of the City of Bay City, Texas, hereinafter sometimes referred to as "Assignee", the receipt and sufficiency whereof are hereby acknowledged, have granted, bargained, transferred and assigned, and by these presents do grant, bargain, transfer and assign unto Assignee, subject to the terms, provisions and limitations herein specified, an undivided one sixty-fourth of seven-eighths (1/64 of 7/8) of the oil, gas and other minerals in and under, or which may be produced from, the lands described and referred to in Exhibit "A" attached hereto and made a part hereof, under the oil, gas and mineral leases also described and referred to in Exhibit "A", from

Buyer initials
Seller initials