

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

Landmark Title, Inc.

(File Number: 245169)

Note: The auction tract numbers and the tract numbers in the preliminary title insurance schedules are cross-referenced in the table below.

Auction Tract Numbers:	Title Company's Tract Numbers:
1	Tract One Tract Two (Easement)
2	Tract Three

For February 29, 2024 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Mesch Family Trust and Emerald Light, LLC

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TITLE RESOURCES GUARANTY COMPANY

SCHEDULE A

Effective Date: **December 15, 2023, 5:00 pm**

GF No. **245169**

Issued **January 5, 2024, 5:00 pm**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **TO BE DETERMINED**
PROPOSED INSURED: **TO BE DETERMINED**
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: **TO BE DETERMINED**
PROPOSED INSURED: **TO BE DETERMINED, and each successor in ownership of the indebtedness
secured by the insured mortgage, except a successor who is an obligor under the
provisions of Section 12(c) of the Conditions**

Proposed Borrower: **TO BE DETERMINED**
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Tracts One & Three: Fee Simple Tract Two: Easement**
3. Record title to the land on the Effective Date appears to be vested in:
TRACTS ONE & TWO:
Virgil L. Jackson as Trustee of the Mesch Family Trust

TRACT THREE:
EMERALD LIGHT, LLC, a Texas limited liability company

4. Legal description of land:

TRACT ONE:

Field Note description for a 68.926 acre tract being located in the I. IVEY Survey, Abstract No. 324, I. IVEY SURVEY, Abstract No. 323, W.B. STONE Survey, Abstract No. 536, and the J. SMITH Survey, Abstract No. 546, all being in Wood County, Texas, and being all of a called 68.9582 acre tract conveyed to Robert D. Halbach and Elizabeth W. Halbach as described and recorded in Volume 2115, Page 300 of the Named Records Wood County, Texas. Said 68.926 acre tract being more particularly described in EXHIBIT A attached hereto and made a part hereof for all purposes.

TRACT TWO: EASEMENT

All that certain lot, tract or parcel of land situated in the J.B. SMITH SURVEY, ABSTRACT NO. 546, in Wood County, Texas, and being a part of Tract No. 1 of the agreed division of the estate of James V. Simmons, containing 20.937 acres of land as set out in a Partition Deed by and between Robert Harrold Simmons, James Vinson Simmons, J.L. Simmons, John Howard Simmons, Q.O. Dunn, guardian of Sandra Janine Dunn, a minor, Minnie Avis McGuire, wife of F.W. McGuire, Myrtle May Hardman, wife of R. H. Hardman, and Mattie Adele Prater, wife of E. F. Prater, dated April 22, 1955, recorded in Volume 437, Page 491 of the Deed Records of Wood County, Texas, and this 0.5969 of an acre of land, more or less, being more particularly described in EXHIBIT A attached hereto and made a part hereof for all purposes.

TRACT THREE:

All that certain lot, tract or parcel of land within the A. Watkins Survey, Abstract No. 1055, Smith County, Texas, and being all of Lot 6 of Swan Lake Subdivision (an unrecorded subdivision), and being described as a called 1.316 acre tract in Deed to Larry W. Strickland and wife, Betty Strickland and recorded in Volume 1490, Page 14 of the Deed Records of Smith County, Texas, and this 1.315 acre tract being more fully described in EXHIBIT A attached hereto and made a part hereof for all purposes.

The Company does not represent that the acreage or square footage calculations are correct.

Countersigned
Superior Title Services, Inc. DBA Landmark Title, Inc.



ROGAN HEIM - 02/09/24

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TITLE RESOURCES GUARANTY COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Restrictions found of record in Volume 1106, Page 680; and Volume 2480, Page 336; and under Clerk's File No. 202301010186, Deed, Land and Official Public Records, Smith County, Texas (AS TO TRACT THREE), but omitting any covenants, conditions or restrictions, if 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 is exempt under Title 42 of the United States Code.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'.**
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 the 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 **2024**, 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 of Title Insurance (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.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **All, leases, grants, exceptions or reservations of coal, lignite, oil, gas, other minerals, geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest and/or the geothermal energy and associated resources below the surface of the land that are not listed.**
 - b. **Rights of parties in possession. (Owner's Policy Only)**
 - c. **Visible and apparent easements. (Owner's Policy Only) (TRACT ONE)**
 - d. **Visible and apparent easements. (TRACT THREE)**
 - e. **Portion of the property within any roadway. (TRACT THREE)**
 - f. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.) (TRACT THREE)**
 - g. **Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.**
 - h. **Rights of tenants in possession under any unrecorded and/or verbal lease or rental agreement.**
 - i. **Terms, conditions and stipulations of any unrecorded and/or verbal lease or rental agreement.**
 - j. **Attention is directed to the fact that this policy does not insure title to furniture, furnishings, fixtures, equipment, appliances or other items or personal property.**
 - k. **Terms, conditions and stipulations of the Contract for Sale of Real Estate at Public Auction by and between Elizabeth L. Burchfield, Virgil L. Jackson and Daniel E. Schloss as the Co-Personal Representatives of the Estate of Meshell L. Schloss (Dec'd) and Emerald Light, LLC, a Texas limited liability company (Owners) and Schrader Real Estate and Auction Company, Inc. and Paul A. Lynn & Associates, LLC.**

- l. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from R. M. Wood and wife, Bettie Wood to W. P. Duncan dated March 10, 1942, and recorded in Volume 213, Page 142, Deed Records of Wood County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)**
- m. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from W. P. Duncan and wife, Mary Duncan to B. W. Duncan dated April 26, 1949, and recorded in Volume 318, Page 390, Deed Records of Wood County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)**
- n. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from B. W. Duncan and wife, Lottie Duncan to T. R. English dated June 8, 1959, and recorded in Volume 455, Page 431, Official Public Records of Wood County, Texas. Title Company makes no representation as to the present ownership of this interest. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)**
- o. All terms, conditions, and provisions of that certain Right of Way/Easement from J. V. Simmons to T. R. English in instrument dated February 22, 1979, recorded in Volume 775, Page 333, of the Deed Records of Wood County, Texas. (TRACTS ONE & TWO)**
- p. Oil, Gas and Mineral Lease by and between T. R. English, dealing in separate property, as Lessor, and Champion Exploration Corp., as Lessee, dated May 21, 1997, and recorded in Volume 1568, Page 269, Real Property Records of Wood County, Texas. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT) (TRACTS ONE & TWO)**
- q. All terms, conditions, and provisions of that certain Right of Way/Easement from Robert O. Halbach and spouse, Elizabeth W. Halbach to Wood County Electric Cooperative, Inc., a Texas electric cooperative corporation in instrument dated November 13, 2012, recorded under County Clerk's File No. 2013-00000935 of the Official Public Records of Wood County, Texas. (TRACTS ONE & TWO)**
- r. Affidavit to the Public from Robert and Elizabeth Halbach for Surface Application On-Site Wastewater Treatment System dated June 19, 2013, and recorded under County Clerk's File No. 2013-00007420, of the Official Public Records of Wood County, Texas. (TRACTS ONE & TWO)**
- s. Affidavit to the Public from Meshell Schloss for Surface Application On-Site Wastewater Treatment System dated December 1, 2021, and recorded under County Clerk's File No. 2021-00013861, of the Official Public Records of Wood County, Texas. (TRACTS ONE & TWO)**
- t. Easements / Rights of Way to TP & L recorded in Volume 1006, Page 511; Volume 1076, Page 348; Volume 1085, Page 581; Volume 1120, Page 594; Volume 1134, Page 597; Volume 1157, Pages 570 & 572; Volume 1203, Page 285; and Volume 1288, Page 531, Deed Records, Smith County, Texas. (TRACT THREE)**
- u. Dedication of street or roadway recorded in Volume 1068, Page 169, Deed Records, Smith County, Texas. (TRACT THREE)**
- v. Affidavit regarding on-site sewage facilities (OSSF) recorded under Clerk's File No. 202101013043, Official Public Records, Smith County, Texas. (TRACT THREE)**
- w. Barn located near the North property line; power poles; overhead electric lines; electric meter; pond; bridge; septic lids/equipment. (TRACT ONE)**

• *** Loan Policy may be issued with Restrictions, Encroachments, Minerals Endorsement T-19 with item 4.d deleted. (TRACT ONE)**

x. **Any easements not shown on Schedule "B" of this commitment will be added to Schedule "B" of the Title Policy, provided that they are shown on a current survey of subject property. (TRACT THREE)**

*** SURVEY DELETION TO BE PROVIDED UPON RECEIPT OF SURVEY. (LOAN POLICY ONLY) (TRACT THREE)**

*** Policy may be issued with and have attached to it Minerals and Surface Damage Endorsement T-19.3.**

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TITLE RESOURCES GUARANTY COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Seller / Owner must execute Affidavit as to Debts and Liens.**
6. **Settlement Statement or Closing Disclosure must be furnished if closed outside offices of Landmark Title, Inc.**
7. **CLOSER/ASSISTANT: Please verify there is no outstanding mortgage prior to closing.**
8. **Landmark Title, Inc. should be provided a complete copy of the fully executed One to Four Family Residential Contract and upon receipt additional requirements may be made to this commitment and Landmark Title, Inc. reserves the right to make said requirements.**
9. **Proof from Secretary of Swan Lake Club Homeowner's Association that all dues and assessments have been paid currently. Closing team should confirm whether membership approval is required and/or a resale certificate is necessary for the transaction. (AS TO TRACT THREE)**
10. **We must be furnished with proof that taxes have been paid through the year 2023 and including the year 2023.**

NOTE: If applicable, parties should be aware of possible delay in closing due to property tax exemption rollback fees. Upon receipt of tax certificate, please contact your closing team ASAP for additional information.

***ALSO NOTE: If ag exemption has been removed, but taxes have not been rolled back and paid, Company CANNOT issue the Loan Policy with tax deletion endorsement.**

11. Execution of Waiver of Inspection.
12. According to documentation furnished, necessary documents must be executed by the following: Virgil L. Jackson, Trustee of the Mesch Family Trust.

REQUIREMENT: A new Certification of Trust must be executed and filed for record in Wood County, Texas, to confirm that this information is still correct.
13. According to the Office of the Comptroller of the State of Texas, it appears that the right to transact business in Texas is active for Emerald Light, LLC.
14. According to documentation furnished, necessary documents must be executed by the following: Daniel E. Schloss, Manager of Emerald Light, LLC.
15. Item 5 of Schedule B will be amended to read "Standby fees and taxes for the year 2024 and subsequent years, 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. Company insures that standby fees and taxes for the year 2024 are not yet due and payable," on the Loan Policy ONLY, upon receipt of proof that taxes are paid current, that all subsequent assessments for change in land, usage or ownership have been paid or will be paid at or prior to closing, and the payment of applicable premiums. (LOAN POLICY ONLY)
16. Upon lender approval, Landmark Title will provide survey deletion using the survey dated April 21, 2021 by Casey Jordan, provided Seller(s) execute a T-47 Residential Real Property Affidavit stating no changes have been made other than those listed on said Affidavit. (AS TO TRACT ONE)

NOTE: CHANGES LISTED MUST BE UNDERWRITER APPROVED BEFORE EXECUTION OF SAID AFFIDAVIT AND IF NO CHANGES SELLER(S) SHOULD ENTER THE WORD "NONE" IN THE APPROPRIATE AREA.
17. Satisfactory Survey having been received, Item 2, Schedule B of the title policy will be amended to read "Shortages In Area". (LOAN POLICY ONLY) (AS TO TRACT ONE)
18. **NOTE TO CLOSER: FILE IS ELIGIBLE FOR T-19 AND/OR T-17 ENDORSEMENT(S) WITHOUT FURTHER REVIEW BY EXAMINER. SHOULD LENDER REQUIRE SAID T-19 AND/OR T-17 ENDORSEMENT(S) ADDITIONAL PREMIUM(S) SHOULD BE COLLECTED. *See Schedule B for deletions, if any. (AS TO TRACT ONE)**
19. Item 2 of Schedule B will be amended to read "shortages in area" upon the receipt by Landmark Title Inc. of an acceptable survey and applicable premium. Landmark Title Inc. reserves the right to make such other exceptions as may prove necessary upon examination of said survey. (AS TO TRACT THREE)
20. **LANDMARK TITLE, INC. RESERVES THE RIGHT TO REVIEW AND APPROVE ANY DEED CONVEYING TITLE IN THIS TRANSACTION AND, IF NECESSARY, SECURE AN APPROPRIATE DEED FOR THE TRANSACTION.**
21. Company requires a legible copy of current drivers license OR other positive proof of identification of the parties to the closing.
22. Closing officer should have buyer and/or borrower execute the Affiliated Business Disclosure Notice. The signed copy to remain in the file.
23. **DUE TO THE NEW TRID LAWS EFFECTIVE OCTOBER 3, 2015, CLOSING INSTRUCTIONS TO PREPARE THE CLOSING DISCLOSURE (CD) MUST BE IN THIS OFFICE AT LEAST 24 HOURS IN ADVANCE OR CLOSING WILL BE SUBJECT TO RESCHEDULING.**
24. **CLOSING INSTRUCTIONS AND DOCUMENTS TO CLOSE ON A SETTLEMENT STATEMENT (HUD, HUD-1)**

MUST BE IN THIS OFFICE AT LEAST 24 HOURS IN ADVANCE OR CLOSING WILL BE SUBJECT TO RESCHEDULING.

25. **In order to have title checked as current as possible, please request an update of this commitment at least 24 hours prior to closing.**

26. **NOTE: THE POLICY OF TITLE INSURANCE TO BE ISSUED UNDER THIS COMMITMENT FOR TITLE INSURANCE PROVIDES FOR ARBITRATION WHICH IS A COMMON FORM OF ALTERNATIVE DISPUTE RESOLUTION. THE RULES OF THE TEXAS DEPARTMENT OF INSURANCE ALLOW YOU TO REQUEST THAT SUCH PROVISION BE DELETED FROM THE POLICY AT NO ADDITIONAL CHARGE TO YOU. UNLESS YOU NOTIFY US PRIOR TO SETTLEMENT THAT YOU WISH TO HAVE THE ARBITRATION PROVISION DELETED IT WILL BE IN THE POLICY WHICH WE ISSUE TO YOU. (DOES NOT APPLY TO TEXAS RESIDENTIAL OWNER'S POLICY OR INTERIM CONSTRUCTION BINDER.)**

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. **245169**

Effective Date: **December 15, 2023, 5:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

- 1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
The issuing Title Insurance Company, **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors and officers are listed below:

SHAREHOLDERS: RE Closing Buyer Corp.

DIRECTORS: Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Virginia Suliman; H. Ilene Topper; Ajay Waghray

OFFICERS: J. Scott McCall - President/CEO; Owen E. Girard - Secretary; Peter Prygelski - Treasurer/Chief Financial Officer

- 2. The following disclosures are made by Superior Title Services, Inc. DBA Landmark Title, Inc., the Title Insurance Agent issuing this commitment:

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:
Landmark Title Inc. is owned by Stephen Dement (100%)

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: N/A

- c. The following persons are officers and directors of the Title Insurance agent:
Director: Stephen Dement.

Officers: Stephen Dement, Chief Executive Officer; Phillip J. Smith, President; Vicki Brubaker, Executive Vice President/Secretary/Treasurer; Ginger Sims, Senior Vice President; Cathy Wells, Senior Vice President, Misty Rains, Vice President; Diana Ziegler, Vice President; Kelle Savis, Vice President; April Keyworth, Vice President; Natalie Rogers, Vice President; Staci McMillan, Assistant Vice President; Bayne Reynolds, Assistant Vice President

- 3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	TBD
Endorsement Charges	TBD
Other	\$0.00
Total	TBD

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 526-8018 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

1597
 1100 PAGE 680
Warranty Deed
 (WITH VENDOR'S LIZEN)
 FROM
 ORAL MARIE ACKER WEBSTER ET AL
 TO
 I. E. ACKER
 FILED FOR RECORD
 THIS day of _____ 1964
 at _____ o'clock _____ P.M.
 BY *Ernest Christian* DEPUTY
 ERNEST CHRISTIAN, COUNTY CLERK
 SMITH COUNTY, TEXAS
 A. D. B.
 County Records
 In Book _____ on Page _____
 County Clerk
 Deputy
 Recording Fee \$ 30
 This instrument should be filed immediately with the County Clerk for Record.
At: K.R. Brown
57522 8/14/64
Tyler
 The Otter Company, Publishers, Dallas

FILED AT 1:37 O'CLOCK P M. ON THE 6 DAY OF Feb 1964
 RECORDED AT 4:50 O'CLOCK P M. ON THE 12 DAY OF Feb 1964
 ERNEST CHRISTIAN, COUNTY CLERK, By *Ernest Christian* DEPUTY

125—WARRANTY DEED 1597 TEXAS STANDARD FORM

The State of Texas, } Know All Men by These Presents:
 County of SMITH,
 That WE, SAM BAILEY and MORRIS DORBANDT,

of the County of Smith, State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash, and other good and valuable considerations, to us in hand paid by TED SABA, the receipt of which is hereby acknowledged,

SUBJECT TO THE RESTRICTIONS HEREINAFTER SET FORTH, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said TED SABA,

of the County of Smith, State of Texas, all _____ of our undivided right, title and interest in and to all that certain tract or parcel of land, situated in the County of Smith, State of Texas, a part of the A. WATKINS SUR., A-1055, being also part of that certain called, 225.0 acre tract conveyed to Sam D. Bailey by J. R. Swann, March 14, 1958; and recorded in Vol. 904, Page 202 of the Deed Records of Smith County, Texas, being also Lot No. -6- of an unrecorded Plat of Swan Lake, and being more completely described as follows, to-wit:
 BEGINNING at a 1/2" Iron Rod for corner, on the South Shore Line of said Swan Lake, the NW corner of said Lot -6- and being 963.74 ft. North and 885.31 ft. East of the SW corner of the above mentioned 225.0 acre tract;
 THENCE S 67 deg. 10 min. E. with the South Shore Line of said Swan Lake at spillway elevation, a distance of 117.68 ft. to a 1/2" Iron Rod;
 THENCE N 57 deg. 12 min. E. with the South Shore Line of said Swan Lake at spillway elevation, a distance of 71.28 ft. to a 1/2" Iron Rod for corner the NW corner of Lot No. -7- of said Swan Lake;
 THENCE S 12 deg. 03 min. W. with the West line of said Lot No. -7- a distance of 387.51 ft. to a 1/2" Iron Rod for corner on the North Line of a County Road;
 THENCE S 78 deg. 18 min. W. with the North line of said Road, a distance of 25.0 ft. to a 1/2" Iron Rod the P.T. of a curve to the right;
 THENCE in a Southwesterly direction with said curve to the right whose angle is 21 deg. 24 min. T is 290.0 ft. R is 1534.78 ft. L is 573.24 ft. and deg. is 3.73316, a distance of 118.5 ft. to a 1/2" Iron Rod for corner the SE corner of Lot No. -5- of said Swan Lake;

THENCE N. 7 deg. 37 min. E. with the East line of said Lot No. -5- a distance of 414.21 ft. to the place of beginning, containing 1.316 acres of land.

RESTRICTIONS

1. There shall be placed on the premises no more than one dwelling, a single family dwelling, and same shall be of new construction erected on the premises, and shall contain no less than 850 square feet of floor area, excluding porches, garages, car ports, etc. Such dwelling shall be constructed of not less than 60% brick or stone, except that true red-wood may be used in lieu of brick.
2. Any building other than a dwelling shall be constructed with the same quality and workmanship as a dwelling, and all structures on the premises shall be kept painted and repaired at all times.
3. No trailer houses shall be established on the premises.
4. Any boat house and dock shall be constructed only on the lake adjacent to the premises and shall not protrude over the water for more than 30 feet from the normal shore line at spillway level. Such boat house shall be constructed only of new outside materials, such as corrugated metal, aluminum siding or new lumber painted and kept in good repair at all times.
5. Septic tanks, grease traps and sewer lines shall not be closer than 50 feet from the nearest water well then existent on any premises surrounding the lake and same shall not be allowed to drain into the lake or into any open ditches, but such waste shall be diffused in the usual manner of properly installed septic tanks or grease traps.
6. Premises shall at all times be kept clear of weeds and underbrush, and no signs shall be erected on the premises save those identifying the premises with the ownership.
7. These premises shall at no time be conveyed to anyone other than a member of the Caucasian race.
8. These covenants shall run with the land and shall be binding for a period of 25 years from the 1st day of July, 1959.
9. Invalidiation of any one of these covenants by Judgment or Court Order shall in no wise effect any of the other provisions, but same shall remain in full force and effect.
10. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said TED SABA, his

heirs and assigns forever and we do hereby bind ourselves, and our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said TED SABA, his

heirs and assigns, against every person whomssoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Tyler, Texas, this 7th day of June, A. D. 1960.

Witness at request of Grantor:

Sam Bailey

 Sam Bailey

Morris Dorbandt

 Morris Dorbandt

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH,

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SAM BAILEY and MORRIS DORLANDT, both known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of July, A. D. 1960.
(L.S.) *Glenn Allen*
Notary Public in and for Smith County, Texas

1597

Warranty Deed

FROM
SAM BAILEY and MORRIS DORLANDT

TO
TED SARA

FILED FOR RECORD
This day of FEB 11 1964
at 10:00 o'clock

By *Ernest Christian*
Ernest Christian, County Clerk

RECORDED
In Book 14 on Page 30
County Records
County Clerk
Deputy

Recording Fee \$ 1.50

This instrument should be filed immediately with the County Clerk for Record.

H.R. King
County Clerk

J. J. King
Deputy

FILED AT 1:39 O'CLOCK P. M. ON THE 6 DAY OF JULY 1964

RECORDED AT 4:13 O'CLOCK P. M. ON THE 12 DAY OF JULY 1964

ERNEST CHRISTIAN, COUNTY CLERK, By *Ernest Christian* DEPUTY.

1599
RELEASE

THE STATE OF TEXAS X
COUNTY OF SMITH X
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 28th day of March, 1962, James McQuire and wife, Elizabeth Ann McQuire, of Smith County, Texas, did execute, acknowledge and deliver to William G. Fuller, Trustee, of the County of Bowie, State of Texas, a certain Deed of Trust of Record in Volume D-9, pages 61-63, of the Deed of Trust Records of Smith County, Texas, on the following described real estate lying and being situated in the County of Smith, State of Texas, to-wit:

The West 5 acres out of a 7 acre tract situated in Smith County, Texas, in the B. Herring Survey #654, Abstract No. 451, about 3 miles Northeast from the City of Tyler, said 7 acres being out of the 62 1/2 acre tract owned by H. E. Lasseter in said survey, and said 7 acre tract being particularly described as follows:
BEING 7 acres out of a 63.06 acre tract, H. E. Lasseter called 62.4 acres and
BEGINNING point for this tract a point in the center line of North and South Road North 0 deg. 30' West 56.4' from S E Cor;
THENCE North 0 Deg. 50' W 422.7' to a stake in Center line of Road;
THENCE West 717.3' a stake for corner;
THENCE S 0 Deg. 06' W 418.7' to a corner 117' North line of road;
THENCE S 89 Deg. 45' E with North Line of Road to place of Beginning, containing 7 acres, more or less, according to survey thereof, all in Smith County, Texas;
Said land being out of the B. Herring Survey #654, Abstract #451.
AND

RESTRICTIVE COVENANT AGREEMENT

2700
Feb 950

STATE OF TEXAS <>

COUNTY OF SMITH <>

This Agreement, made this 16th day of September, 1985, by and among the undersigned parties;

WHEREAS, the undersigned are the respective owners of the following described contiguous and adjoining tracts of land:

All those certain lots, tracts, or parcels of land, situated in the County of Smith, State of Texas, a part of the A. Watkins Survey, Abst. No. 1055, being Lots 1 through 31 inclusive, of an unrecorded Plat of the Swan Lake Properties, and being described as Tracts 1 through 31, inclusive, on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, it is the desire and intention of all of the parties hereto to restrict said land according to a common plan as to use and permissible construction, so that all of said lands shall be benefited and each successive owner of all or a part of said lands shall be benefited by the preservation of the value and the character of said lands;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the parties hereto, each to the others as Covenantors and Covenantees, and expressly for the benefit of, and to bind, their successors in interest, the said parties agree as follows:

1. There shall be placed on each lot no more than one dwelling, a single-family dwelling, and same shall be of new construction erected on the premises and shall contain no less than 850 square feet of floor area, excluding porches, garages, carports, etc. Such dwelling shall be construed of not less than sixty percent (60%) brick or stone except that true redwood may be used in lieu of brick.

2. Any building other than a dwelling shall be constructed with the same quality and workmanship as the dwelling, and all structures on the premises shall be kept painted and repaired at all times.

3. No trailer houses shall be established on the premises.

4. Any boathouse and dock shall be constructed only on the lake adjacent to the premises and shall not protrude over the lake for more than 30 feet from the normal shore line at spillway level. Such boathouse shall be constructed only of new outside materials such as corrugated metal, aluminum siding, or new lumber painted and kept in good repair at all times.

5. Septic tanks, grease traps, and sewer lines shall not be closer than 50 feet from the nearest water well then existent on any of the premises surrounding the lake and same shall not be allowed to drain into the lake or into any open ditches, but such waste shall be diffused in the usual manner of properly installed septic tanks and grease traps.

6. Premises shall at all times be kept clear of weeds and underbrush, and no signs shall be erected on the premises save those identifying the premises with the ownership.

7. These covenants shall run with the land and shall be binding for a period of twenty-five years from the date of this instrument, at which time the provisions of this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument is executed by the then owners of a majority of lots, changing in whole or in part the provisions of this instrument.

8. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants and provisions, but same shall remain in full force and effect.

9. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Craig Junior Dry
CRAIG JUNIOR DRY

Luther W. Sides
LUTHER W. SIDES

JACK C. PERRITT

Martha F. Dry
MARTHA F. DRY

MARIE PERRITT

Sam A. Cobb

SAM A. COBB

Betty Strickland-Carter

BETTY STRICKLAND CARTER

Doris M. Lawrence

DORIS M. LAWRENCE

Sallie Clark

SALLIE CLARK

Marjorie H. Kidd

MARJORIE H. KIDD

Grace L. McMullen

GRACE L. McMULLEN

Mary H. Houghton

MARY H. HOUGHTON

Dorothy J. Davis

DOROTHY J. DAVIS

Alyne Ivy

ALYNE IVY

Anne Starcke

ANNE STARCKE

Barbara A. Hughes

BARBARA A. HUGHES

Hilda A. McKee

HILDA A. MCKEE

Harold Jerry Daly

HAROLD JERRY DALY

Walter Pannell

WALTER PANNELL

Marcus E. Sexton

MARCUS E. SEXTON

Joe C. Danforth

JOE C. DANFORTH

Jack W. Neill

JACK W. NEILL

Jerry L. Coffey

JERRY L. COFFEY

George D. Leach

GEORGE D. LEACH

Lawrence H. Trammell

LAWRENCE H. TRAMMELL

Kenneth S. Axelsen

KENNETH S. AXELSEN

H. E. Roye

H. E. ROYE

Rosemary C. Cobb

ROSEMARY C. COBB

John M. Lawrence

JOHN M. LAWRENCE

Jack W. Clark

JACK W. CLARK

Vivian M. Kidd

VIVIAN M. KIDD

Gerald Joe McMullen

GERALD JOE McMULLEN

Jesse B. Houghton

JESSE B. HOUGHTON

Jack H. Davis

JACK H. DAVIS

L. F. Ivy

L. F. IVY

Robert W. Hughes

ROBERT W. HUGHES

Larry E. McKee

LARRY E. MCKEE

Minnie Algene Johnson

MINNIE ALGENE JOHNSON

Vonda Daly

VONDA DALY

Nelda L. Pannell

NELDA L. PANNELL

Charlene Sexton

CHARLENE SEXTON

Ragna Neill

RAGNA NEILL

Doris J. Coffey

DORIS J. COFFEY

Louise Leach

LOUISE LEACH

Jean E. Trammell

JEAN E. TRAMMELL

Nadeen B. Axelsen

NADEEN B. AXELSEN

Nelwyn Roye

NELWYN ROYE

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 16th
day of September, 1985, by Dorothy W. Davis



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 16th
day of September, 1985, by Ann Stachura



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 17th
day of September, 1985, by John & Alvin Gray



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 20th
day of Sept, 1985, by Marcus E. + Charlene Sexton

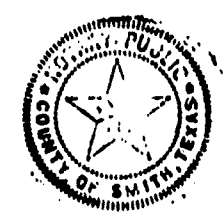
Joann Allen

Notary Public, State of Texas
My Commission Expires: 4-20-85



THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 23
day of Sept, 1985, by Jessie Knight + Mary Knight

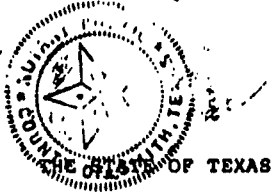


Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

VOL 2480 PAGE 340

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 23
day of September, 1985, by Edith Strickland-Carter.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 23
day of September, 1985, by Savvin Clark.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 24
day of September, 1985, by George L. Ford & Annie Black.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 24
day of September, 1985, by Alexis G. Coffey.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 24
day of September, 1985, by Lawrence Kenneth Howell Grant Howell.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 27th
day of September, 1985, by Harold B. Ople & Helen Wilson



Norothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 27th
day of September, 1985, by Bessie J. McMillan, Thelma L. McMillan



Norothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 27th
day of September, 1985, by Pat W. Hughes, Barbara Hughes



Norothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 27th
day of September, 1985, by John Lawrence and Doris M. Lawrence



Norothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 26th
day of Sept, 1985, by Harold E. Fry, Vanda W. Fry



Norothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the 26th
day of September, 1985, by Jack H. Davis & Dorothy J. Davis



Amy A. Clark
Notary Public, State of Texas
My Commission Expires: 12-21-88

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the 27th
day of September, 1985, by Allye Rye & Beverly Rye



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the 27th
day of September, 1985, by Clay James Ray & Matthew Ray



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

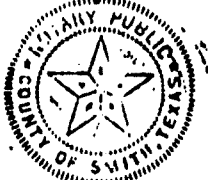
THIS INSTRUMENT was acknowledged before me on this the 28th
day of September, 1985, by Jack W. Dill & Regina Dill



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the 28th
day of September, 1985, by Sam A. Cole & Rosemary P. Cole



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 28th
day of September, 1985, by Minnie Algernon Johnson.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

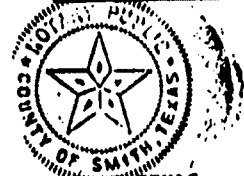
THIS INSTRUMENT was acknowledged before me on this the 1st
day of October, 1985, by Jerry Cooper.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 1st
day of October, 1985, by Jack W. Clark.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

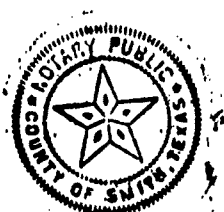
THIS INSTRUMENT was acknowledged before me on this the 7th
day of October, 1985, by Walter Powell + Viola Powell.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)
COUNTY OF SMITH)

THIS INSTRUMENT was acknowledged before me on this the 29th
day of October, 1985, by Joe S. Danovich + Hope S. Danovich POA.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the 30th
day of October, 1985, by Virginia L. Kidd.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the 30th
day of October, 1985, by Virginia L. Kidd.



Dorothy J. Davis
Notary Public, State of Texas
My Commission Expires: 6/17/89

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the ____
day of _____, 1985, by _____.

Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the ____
day of _____, 1985, by _____.

Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS)(
COUNTY OF SMITH)(
)

THIS INSTRUMENT was acknowledged before me on this the ____
day of _____, 1985, by _____.

Notary Public, State of Texas
My Commission Expires: _____

TRACT NO. 1:

Being Lot 1 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated August 20, 1971, from O. R. Huffman et ux to Craig Junior Dry, et ux, recorded in Vol. 1384, page 75, Deed Records, Smith County, Texas.

TRACT 2:

Being Lot 2 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated March 13, 1977, from John B. Sheppard, Sr. to Luther W. Sides et ux, recorded in Vol. 1614, page 30, Deed Records, Smith County, Texas.

TRACT 3:

Being Lot 3 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated March 13, 1977, from John B. Sheppard, Sr. to Luther W. Sides et ux, recorded in Vol. 1614, page 30, Deed Records, Smith County, Texas.

TRACT 4:

Being Lot 4 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated September 8, 1971, from Paulus Thornton et ux to Jack C. Perrett, recorded in Vol. 1387, page 65, Deed Records, Smith County, Texas. ✓

TRACT 5:

Being Lot 5 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated October 26, 1978, from Betty J. Strickland to Joseph E. Hamon, Jr. et ux, recorded in Vol. 1708, page 478, Deed Records, Smith County, Texas.

TRACT 6:

Being Lot 6 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated April 24, 1974, from Bobby G. Harper et ux to Larry W. Strickland, recorded in Vol. 1490, page 14, Deed Records, Smith County, Texas.

TRACT 7:

Being Lot 7 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated April 22, 1985, from Marvin J. Johnson to John M. Lawrence, et ux, recorded in Vol. 2397, page 689, Land Records, Smith County, Texas.

TRACT 8:

Being Lot 8 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Deed of Trust, dated October 13, 1964, from Jack W. Clark et ux to Leo Chesley, Trustee, recorded in Vol. L-10, page 327, Deed of Trust Records, Smith County, Texas.

TRACT 9:

Being Lot 9 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated March 25, 1965, from Sam Bailey, et al to Jack W. Clark, et ux, recorded in Vol. 1221, page 487, Deed Records, Smith County, Texas.

TRACT 10:

Being Lot 10 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated September 25, 1973, from Hershell Paul Brown et ux to Virgil M. Kidd et ux, recorded in Vol. 1465, page 296, Deed Records, Smith County, Texas.

TRACT 11:

Being Lot 11 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated June 16, 1982, from Milton E. McMullen et ux to Gerald Joe McMullen et ux, recorded in Vol. 1996, page 53b, Land Records, Smith County, Texas.

TRACT 12:

Being Lot 12 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated May 2, 1977, from Gerald McMullen et ux to Jesse B. Houghton et ux, recorded in Vol. 1622, page 105, Deed Records, Smith County, Texas.

TRACT 13:

Being Lot 13 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated June 7, 1977, from T. W. Robertson, et ux to H. E. Roye et ux, recorded in Vol. 1626, page 565, Deed Records, Smith County, Texas.

TRACT 14:

Being Lot 14 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated January 4, 1968, from Ted Saba to Jack Davis recorded in Vol. 1255, page 74, Deed Records, Smith County, Texas.

TRACT 15:

Being Lot 15 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated December 15, 1965 from Sam Bailey to Jack Davis recorded in Vol. 1181, page 163, Deed Records, Smith County, Texas.

TRACT 16:

Being Lot 16 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Deed of Trust, dated September 4, 1968 from L. R. Ivy et ux to Leo Chesley, Trustee, recorded in Vol. J-12, page 229, Deed of Trust Records, Smith County, Texas.

TRACT 17:

Being Lot 17 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated February 20, 1962 from Sam Bailey et al to Morris Dorbandt, recorded in Vol. 1056, page 604, Deed Records, Smith County, Texas.

TRACT 18:

Being Lot 18 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated December 8, 1976 from Sonja McKemie to Robert W. Hughes, recorded in Vol. 1603, page 173, Deed Records, Smith County, Texas.

TRACT 19:

Being Lot 19 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated March, 1965 from Herman B. Heidrick et ux to Larry L. McKee et ux, recorded in Vol. 1148, page 559, Deed Records, Smith County, Texas. ✓

TRACT 20:

Being Lot 20 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated March, 1965 from Herman B. Heidrick to Larry L. McKee et ux, recorded in Vol. 1148, page 559, Deed Records, Smith County, Texas. ✓

TRACT 21:

Being Lot 21 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated October 2, 1973 from Robert H. Pardue to Minnie Algene Pardue, recorded in Vol. 1466, page 717, Deed Records, Smith County, Texas.

TRACT 22:

Being Lot 22 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated October 2, 1973 from Robert Horace Pardue to Minnie Algene Pardue, recorded in Vol. 1466, page 721, Deed Records, Smith County, Texas.

TRACT 23:

Being Lot 23 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated March 3, 1961 from Patsy Ruth Daly to Harold Jerry Daly, recorded in Vol. 1961, page 414, Land Records, Smith County, Texas.

TRACT 24:

Being Lot 24 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated April 20, 1977 from Tyler Ready Mix Concrete Asphalt Co., Inc., to Walter Parnell et ux, recorded in Vol. 1621, page 506, Deed Records, Smith County, Texas.

EXHIBIT "A"

TRACT 25:

Being Lot 25 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated June 27, 1983, from Donald L. Simonton et ux to Marcus L. Sexton et ux, recorded in Vol. 2134, page 208, Land Records, Smith County, Texas.

TRACT 26:

Being Lot 26 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated February 10, 1966, from Sam Bailey to Joe C. Danovich, recorded in Vol. 1185, page 592, Deed Records, Smith County, Texas.

TRACT 27:

Being Lot 27 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated June 11, 1973, from John Callen Arnett et ux to Jack W. Neill et ux, recorded in Vol. 1454, page 131, Deed Records, Smith County, Texas.

TRACT 28:

Being Lot 28 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated October 18, 1983, from Sam Bailey to Jerry L. Coffey et ux, recorded in Vol. 2188, page 814, Land Records, Smith County, Texas.

TRACT 29:

Being Lot 29 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated February 23, 1971, from Sam Bailey to George D. Leschet ux, recorded in Vol. 1364, page 63, Deed Records, Smith County, Texas.

TRACT 30:

Being Lot 30 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated September 26, 1980, from James M. Farrell et ux to Lawrence H. Trammel, recorded in Vol. 1829, page 444, Deed Records, Smith County, Texas.

TRACT 31:

Being Lot 31 as shown on an unrecorded plat of the Swan Lake Properties, part of the A. Watkins Survey, A-1099, Smith County, Texas, being further described in a Warranty Deed, dated November 8, 1982, from Jerry F. Jones to Kenneth S. Axelson et ux, recorded in Vol. 2046, page 733, Land Records, Smith County, Texas.

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the date and hour stamped herein by me and was duly recorded in the volume and page of the stated records of Smith County, Texas.



NOV 15 1985

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By *A. Anita Wilhoit* Deputy

FILED
MARY MORRIS
COUNTY CLERK
BY *Sharon DeLoe*
SMITH COUNTY CLERK
DEPUTY
1985 NOV 13 AM 10:33

SWAN LAKE CLUB BY- LAWS

As Amended October 2022

I. PURPOSES AND POWERS

- A. Swan Lake Club is a non-profit corporation existing under the laws of the State of Texas for the purpose of owning a lakesite, which such tract has been surveyed and is set forth on the plat of such lake and this development as is attached hereto, reference to which such plat is here made for all purposes and which such lakesite will be used for the primary benefit of the members of this corporation and in accordance with these by laws and the rules and regulations of this club.

- B. This club shall be maintained by the assessment and collection of fees and charges for membership in accordance herewith and used for social and recreational opportunities as the facilities provide and as are authorized in accordance with the by-laws and the rules and regulations of the club and this club shall have the general powers granted to such a corporation by Article 2.02 of the Texas Non-Profit Corporation Act and such other incidental powers granted to such corporations by law.

II. MEMBERSHIP

- A. The plat attached to these by-laws shows a portion of the land surrounding the lake to be subdivided into lots. This subdivision has been effected under the direction of the developers, Sam Bailey, Ted Saba and Morris Dorbandt. The owner of any lot or lots as shown in such plat at the time of the passage of these by-laws shall be entitled to be a member of this club without further action. Each such owner shall be entitled to one vote or unit of per lot owned (2002). As a special concession to the developers each such developer shall be entitled to one vote so long as he has an interest in one or more of the platted lots. The developers or any one of them who holds lots which have not been sold at this time shall be entitled to continue to hold such lots jointly or separately and when such lots are so sold by such developers the person to whom such lot or lots is conveyed shall be deemed an original owner under the terms of these by-laws and shall be entitled to automatic membership in this club.

- B. Subject to the terms of Sub-paragraph A, supra, membership in Swan Lake Club may be acquired only by meeting all of the following requirements:
 - 1. The ownership of one or more lots in the platted subdivision.
 - 2. The approval of the Board of Directors of Swan Lake Club.
 - 3. The prompt payment of all dues and fees and assessments of this Club.

- C. The Board of Directors shall have the right to enact additional requirements for membership and establish the dues or assessments program of this club. Upon the failure of any holder of membership to pay such dues or assessments within thirty days of their due date, the Board of Directors shall suspend his right of membership and use

of the premises. The lake and the facilities thereto are for the private use of members of this club and the members of their immediate family and the holder of such membership in good standing in the club shall be entitled to all the rights and privileges of the club and its facilities. Such use of the premises and the rights and privileges appurtenant thereto shall be subject to the compliance of the member and his family with the rules and regulations as established for the use of the Club facilities and the violation thereof shall give the Board of Directors the right to suspend his right of membership and use of the premises.

- D. In all meetings of the membership each unit of membership shall be entitled to one vote per lot (2002) and the vote may be cast by any of such record owners or their proxy.
- E. There shall be a regular business meeting of the members annually during the month of October to elect directors for the succeeding year and to transact such other business as may be properly brought before it. The secretary shall give each member written notice of the meeting not less than ten (10) nor more than fifty (50) days prior to said meeting.
- F. Special meetings of the members may be called by the President or by a majority of the Board of Directors by giving written notice to said members at least ten (10) days but not more than fifty (50) days prior to said meeting.
- G. A majority of those present at any regular or special meeting of the members may decide any question which shall properly come before the meeting.

III. BOARD OF DIRECTORS

- A. The Board of Directors shall consist of seven (7) members to be elected annually by the members at their annual meeting herein provided. The directors in office shall continue to hold office until new directors are elected. Regular meetings of directors shall be held at a time and place as they may determine. No notice to them of such regular meetings shall be required, and it shall be the duty of each director to attend the regular meetings without notice. A majority of the Board of Directors shall constitute a quorum. When the president shall call a special meeting of the Board of Directors as provided herein, notice shall be given by said president to each member of the Board of Directors at least seven (7) days prior to said meeting.
- B. Special meetings of the directors may be called by the president or such special meetings may be held at any time by the consent of a majority of the directors.
- C. In case of any vacancy on the Board of Directors through death, resignation, disqualification or other cause, the remaining directors, by an affirmative vote of a majority thereof, may elect a successor to hold office for the unexpired portion of the term, and until the election of his successor.
- D. The Board of Directors shall promulgate the rules and regulations providing for membership in the club and supervise generally through its officers where necessary

the compliance with those rules and regulations of membership and shall also be empowered to set up such further and additional rules and regulations concerning the use of the premises and properties of the club as are deemed necessary by them and shall have the power of suspension from membership of those who violate any of such rules and regulations. The Board of Directors shall annually meet following the general membership meeting for the purpose of electing officers provided herein for the ensuing year.

- E. The attendance of a director or a member at any business meeting shall constitute a waiver of notice of such meeting, except when such attendance is for the purpose of objecting to the transaction of business on the grounds that the meeting is not lawfully called.

IV. OFFICERS

- A. The officers of Swan Lake Club shall consist of a president, vice president, secretary and treasurer. The offices of secretary-treasurer may be combined and held by one person.
- B. The president of Swan Lake Club shall preside at all meetings of the directors and member of said club. He may call special meetings of the directors or members. He shall have general supervision and management of the club and shall perform all other duties that usually pertain to the office of president and general manager, or as are delegated to him by the Board of Directors.
- C. The vice president shall in case of the absence or disability of the president perform the duties of president.
- D. The treasurer shall have custody of all monies and securities of the club and shall keep proper books and accounts of the business of the Swan Lake Club. All monies of the club shall be deposited in such bank as the Board of Directors shall determine to be withdrawn upon the orders of the Board of Directors.
- E. The secretary shall keep the complete minutes of all meetings of directors and members. He shall perform all other duties that usually pertain to such office or as may specially be delegated to him by the Board of Directors. He shall have the custody of the seal of the club and affix it as directed hereby or as by resolution duly passed by the directors or stockholders.

V. CORPORATION PROPERTIES

- A. No conveyance, mortgage or lease of any real or personal property owned by said club shall be valid unless authorized by the Board of Directors at a regular or a special meeting of which all the directors shall have had notice as prescribed herein, specifying the proposed lease or sale.

- B. No conveyance, mortgage, lease or bill of sale of real or personal property executed pursuant to authority given by the Board of Directors shall be valid unless signed by the president or vice-president, sealed with the seal of said corporation and attested by the secretary of Swan Lake Club.

VI. AMENDMENT

- A. These by-laws may be amended, repealed or altered in whole or in part by a majority vote of the entire outstanding membership of Swan Lake Club at any regular business meeting of the members or any special meeting where such action has been announced in the call or notice of said meeting.
- B. The Board of Directors shall not alter or repeal any by-law adopted by the members but may adopt additional by-laws in harmony herewith.

VII. MISCELLANEOUS PROVISIONS

- A. Any notice required by these by-laws to be given to any member or Director of the company may be waived in writing by the person or persons entitled to such notice and such waiver may be executed either before or after the stated time.
- B. Any action of or by the members of this club may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all the stockholders and such consent shall have the same force and effect as a unanimous vote of such body in a properly convened session.

VIII. Renters or Lessees

In the event a member of Swan Lake Club move from a legal residence on Swan Lake and rents or leases said residence to a non-member of Swan Lake Club, the renter or lessee will under no circumstances be considered a member of Swan Lake Club and will have lake privileges only after the following conditions are met, to wit:

1. Said renter or lessee will apply to the Board of Directors of Swan Lake Club for permission to use the facilities of Swan Lake.
2. Said renter or lessee will pay an annual fee, equal to amount of dues that have been approved by members at the annual meeting. The payment of this fee under no condition relieves the property owner from paying dues to retain membership in Swan Lake Club.
3. No fees will be accepted, or lake privileges granted to said renter or lessee until all conditions of Article II, Section C, of the by-laws of Swan Lake Club are met by the property owner.
4. Said renter or lessee shall be considered a guest of Swan Lake Club, and not a guest of property owner.

5. Said renter or lessee shall be presented with a copy of the by-laws and rules and regulations of Swan Lake Club.
6. Rented or leased property shall be limited to one boat and motor. Guests of renters or lessees will be restricted to the pier area, unless accompanied by renters or lessees in boat.
7. Said renter or lessee will not be eligible to serve on the Board of Directors, and will have no vote on Club affairs, but may be invited to the annual members meeting, whenever called.
8. Said renter or lessee will abide by all rules and regulations governing Swan Lake Club or suffer prompt expulsion of lake privileges.
9. Said renter or lessee shall have a rent or lease agreement of at least 6 months. No short term rentals are allowed. (2022)

SWAN LAKE CLUB REGULATIONS

As Amended October 2022

MEMBERSHIP REQUIREMENTS

Membership is acquired only by meeting all of the following:

1. The ownership of one or more lots in the platted subdivision.
2. The approval of the Board of Directors of Swan Lake Club.
3. The prompt payment of all dues and fees and assessments of this club. Each member owning one or more lots on the lake site is eligible to apply for membership in the Swan Lake Club. Unless an owner of a lake lot becomes a member of the Swan Lake Club, the owner of the lake lot is not entitled to the use or privileges of the lake itself. In the event a lake lot owner desires to join the Swan Lake Club at some future date, they will be required to pay all back dues beginning January 1, 1963, and in the event a lake lot owner should sell their lake lot, the new owner or purchaser will not be eligible to join the Swan Lake Club unless all past dues are paid in full.

VOTING

An owner of a lot or lots bordering the lake is entitled to one vote or unit of membership per lot owned (2002).

DUES

The Board of Directors is responsible for establishing the dues and/or assessments program on an annual basis.

Provision: Dues will be assessed based upon an anticipated program expense. The dues amount as established by the Board of Directors is subject to majority approval at the annual membership meeting.

RESTRICTIONS

1. Boat motors are limited to 10 horse power or under. (2002)
2. No water skiing permitted on lake.
3. No guests are permitted on the lake unless accompanied by a club member.
4. Only shotguns are allowed on the lake. (2018)

5. Plans and construction materials for boat houses must be approved by the Board of Directors before construction.
6. All boat houses and storage buildings must be constructed of a material and have an appearance that does not detract from the property around the lake.
7. Suitability of buildings mentioned in item 5 will be passed upon by the Board of Directors acting in the best interest of the club members. Any further action must be by way of a request to the Board of Directors in writing for a special membership meeting with all paid-up members concurring in the decision.
8. Efforts should be made by the Secretary-Treasurer to persuade owners of existing items in question to comply with these regulations on a voluntary basis. Regulations can be enforced by loss of club (lake) privileges such as boating, swimming, etc., by order of the Board of Directors. Notification of loss of privileges to be sent by registered letter with reason for said loss stated and provisions for reinstating outlined.
9. No nets to be set in Swan Lake unless approved by a membership vote. (1977)
10. Lot numbers must be painted on boats and barges where they can be seen for identification. (1978)
11. Trot line(s) not to be over 200 feet long with white floats and the name of the owner on floats. Ends of trot line to be at least 40 feet from shoreline and cannot be tied to a pier. Trot line(s) must be removed when not in use. (1979)
12. A 10% per month late fee will be charged for delinquent dues. (1982, 2002)
13. No waterfowl shall be placed on the lake. (1984)
14. Reinstatement fee of one thousand dollars, if denied lake privileges by the Board of Directors. (1984)

SWAN LAKE CLUB RESTRICTIVE COVENANT AGREEMENT As Amended October 2022

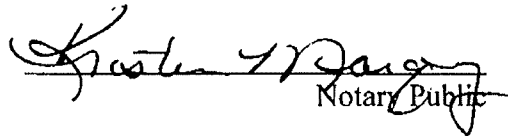
1. There shall be placed on each lot no more than one dwelling, a single-family dwelling, and same shall be of new construction erected on the premises and shall contain no less than 850 square feet of floor area, excluding porches, garages, carports, etc. Such dwelling shall be constructed of quality building materials. Construction plans must be approved by the board of directors before construction is initiated. (2022)
2. Any building other than a dwelling shall be constructed with the same quality and workmanship as the dwelling, and all structures on the premises shall be kept painted and repaired at all times.
3. No trailer houses shall be established on the premises.
4. Any boathouse and dock shall be constructed only on the lake adjacent to the premises and shall not protrude over the lake for more than 30 feet from the normal shore line at spillway level. Such boat house shall be constructed only of new outside materials such as corrugated metal, aluminum siding, or new lumber painted and kept in good repair at all times.
5. Septic tanks, grease traps, and sewer lines shall not be closer than 50 feet from the nearest water well then existent on any of the premises surrounding the lake and same shall not be allowed to drain into the lake or into any open ditches, but such waste shall be diffused in the usual manner of properly installed septic tanks and grease traps.
6. Premises shall at all times be kept clear of weeds and underbrush, and no signs shall be erected on the premises save those identifying the premises with the ownership.
7. These covenants shall run with the land and shall be binding for a period of twenty-five years from the date of this instrument, at which time the provisions of this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument is executed by the then owners of a majority of lots, changing in whole or in part the provisions of this instrument.
8. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants and provisions, but same shall remain in full force and effect.
9. Enforcement of these covenants shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant.

State of Texas

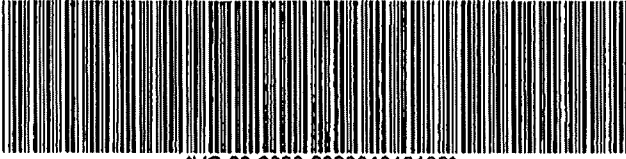
County of Smith



SUBSCRIBED AND SWORN TO BEFORE ME by Steve White
on the 12 day of April, 2023, to certify which witness my hand and
official seal.



Notary Public



VG-23-2023-202301010186

Smith County
Karen Phillips
Smith County Clerk

Document Number: 202301010186

Real Property Recordings
BY LAWS

Recorded On: April 12, 2023 11:48 AM

Number of Pages: 10

Billable Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$58.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202301010186

Receipt Number: 20230412000068

Recorded Date/Time: April 12, 2023 11:48 AM

User: Brenda C



STATE OF TEXAS
Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX

WARRANTY DEED - Vendor's Lien

1049

THE STATE OF TEXAS, } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WOOD

THAT We, R. M. Wood and wife, Bettie Wood of the County of GREGG State of TEXAS for and in consideration of the sum of SEVEN HUNDRED TWENTY (\$720.00) DOLLARS to us in hand paid by W. P. DUNCAN as follows:

SEVEN HUNDRED TWENTY (\$720.00) DOLLARS cash, to us in hand paid by the said W. P. Duncan, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said W. P. DUNCAN of the County of WOOD State of TEXAS all that certain lot, tract or parcel of land situated in Wood County, State of Texas, and being a part of the I. Ivey Survey, No. 141;

BEGINNING at a stake in the NE corner of the said I. Ivey Survey, No. 141;

THENCE W 85 rods;

THENCE S 136 rods;

THENCE E 85 rods;

THENCE N 136 rods to the place of beginning, containing SEVENTY-TWO (72) acres of land, more or less, and being the same land described in the deed from P. B. Roe and Mrs. Allis Roe to W G Kniffin, deed dated June 15, 1916, recorded in Volume 48, page 372, Deed Records of Wood County, Texas. Also the same land conveyed by L. A. Rodden and wife to R. M. Wood by deed dated Sept. 1, A. D. 1927 and recorded in Vol. 98, on page 49, Deed Records of Wood County, Texas.

Only ONE-FOURTH (1/4) of the oil, gas and other minerals are conveyed by this deed to W. P. Duncan.

TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said W. P. Duncan, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said W. P. Duncan, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at Gladewater, Texas this 10th day of March A. D. 1942.

WITNESS OUR HANDS at Gladewater, Texas this 10th day of March A. D. 1942. Witnesses at request of grantors: R. M. Wood, Bettie Wood

THE STATE OF TEXAS, BEFORE ME, County of Gregg, in and for County, Texas, on this day personally appeared R. M. Wood, subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. day of A. D. 19

THE STATE OF TEXAS, BEFORE ME, County of Gregg, in and for County, Texas, on this day personally appeared Bettie Wood, wife of R. M. Wood, subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Bettie Wood, 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. day of A. D. 19

THE STATE OF TEXAS, BEFORE ME, the undersigned, a Notary Public in and for said County and State County of Gregg, on this day personally appeared R. M. Wood and Bettie Wood, 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 Bettie Wood, wife of the said R. M. Wood, having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said Bettie Wood 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. day of March A. D. 1942.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 10th day of March A. D. 1942. Mildred Barker Notary Public in and for Gregg County, Texas.

(SEAL) FILED FOR RECORD This 13 day of March A.D. 1942 at 11:15 o'clock A. M. RECORDED This 26 day of March A.D. 1942 at 9:20 o'clock A. M. By Elwanda Ragsdale Deputy, B. A. HOLBROOK County Clerk.

DEED VOL. 213

WARRANTY DEED - Vendor's Lien

THE STATE OF TEXAS

COUNTY OF WOOD

#42265

Know All Men by These Presents:

THAT We, W. P. Duncan and wife Mary Duncan of the County of Wood State of Texas for and in consideration of the sum of Seven hundred twenty and no/100 DOLLARS to us paid, and secured to be paid, by B. W. Duncan as follows: (\$72.00) Seventy two and no/100 Dollars, cash paid in hand, the receipt of which is hereby acknowledged and the one certain promissory note as follows: In the principal sum of Six hundred forty-eight and no/100 Dollars (\$648.00) dated at Mineola, Texas, on the 18th day of April, 1949 executed by B. W. Duncan, payable to the order of W. P. Duncan at Mineola, Texas, in annual installments of \$72.00 each; the first one of which said installments is due on or before May 1st, 1950, and a like installment due on or before the first day of May each and every year thereafter, until said note is fully paid; said note containing provisions for interest at the rate of 6% on each installment which may become in arrears from maturity until paid, and also containing the usual acceleration of maturity and attorney's fee clauses and providing for foreclosure in the usual contingencies have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said B. W. Duncan of the county of Wood State of Texas all that certain lot, tract or parcel of land, situated in Wood County, State of Texas and being a part of the I. Ivey Survey No. 141; BEGINNING at a stake in the N E corner of the said I. Ivey Survey No. 141; THENCE West 85 rods; THENCE South 136 rods; THENCE East 85 rods; THENCE North 136 rods to the place of beginning, containing SEVENTY-TWO (72) acres of land, more or less; Only one-fourth (1/4) of the oil, gas and other minerals are conveyed by this deed, as W. P. Duncan only received one-fourth of said minerals in the deed from R. M. Wood and wife Bettie Wood; and the land herein conveyed being the same land mentioned in above described deed, which is recorded in Vol. 213, page 142 of the Deed Records of Wood County, Texas to which said deed, reference is here made for all pertinent purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said B. W. Duncan, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said B. W. Duncan, his heirs and assigns, 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 against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute. WITNESS OUR hand & at Mineola, Texas this 26th day of April A. D. 19 49

Mrs. Marie Duncan } \$1.10 Federal Revenue
Mrs. Ruth Duncan } attached & cancelled.
W. P. Duncan
Mary Duncan

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WOOD
B. W. Duncan, his
I and for
County, Texas, on this day
personally appeared
known to me to be the person whose name
subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the
purpose and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of April A. D. 19 49

WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WOOD
B. W. Duncan, his
I and for
County, Texas, on this day
personally appeared
wife of
knows to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose 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 April A. D. 19 49

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WOOD
W. P. Duncan
Mary Duncan
the undersigned, a Notary Public
said County and State
County, Texas, on this day
personally appeared
W. P. Duncan
and
Mary Duncan
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 Duncan
wife of the said
W. P. Duncan
having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purpose 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 April A. D. 19 49.

(SEAL)

H. O. Rogers
Notary Public in and for Wood County, Texas

FILED FOR RECORD this 26th day of April A. D. 19 49 .at 11:15 o'clock A. M.
RECORDED this 27th day of April A. D. 19 49 .at 4:45 o'clock P. M.
By Sophie Burden, Deputy Virgil E. Robbins, Jr., County Clerk

455
431

431

The State of Texas, } Know All Men by These Presents:
County of WOOD

That We, B. W. Duncan and wife Lottie Duncan

10682

of the County of BRAZORIA State of Texas, for and in consideration
of the sum of

Thirty Six Hundred and no/100 (\$3600.00)----- DOLLARS
to us paid, and secured to be paid, by

T. R. English----- as follows:

The one certain Vendor's Lien Note, of evdn date herewith, in the principal sum of \$3600.00, signed by T.R.English, payable to B.W.Duncan or order, at Mineola, Texas, bearing interest from date at the rate of 8% per annum, interest payable annually, said note containing the usual 10% attorney fee clause, and due on or before 30 days after date,



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

T. R. English-----

of the County of Wood, State of Texas, all that certain lot, tract or parcel of land, situated in Wood County, Texas, and being a part of the I. Ivey Survey NO. 141:
BEGINNING at a stake in the N E. Corner of the said I. Ivey Survey No. 141:

THENCE W. 85 rods; THENCE S. 136 rods; THENCE E. 85 rods;
THENCE N. 136 rods, to the place of beginning, containing SEVENTY-TWO (72) acres of land, more or less, and being the same land conveyed to W.P.Duncan by R.M.Wood, et ux Bettie Wood, by deed dated March 10, 1942, Recorded Vol.213, page 142 Deed Records of Wood County, Texas.

Only ONE-FOURTH (1/4) of the oil, gas and other minerals are conveyed by this deed.--

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

T. R. English, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

T.R.English, his heirs and assigns, 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 against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands and
this 8th. day of June,
Witness at request of Grantor:

19 59



X B. W. Duncan
X Lottie Duncan

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BRAZORIA

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared B.W. Duncan and Lottie Duncan, 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 Lottie Duncan, wife of the said B.W. Duncan, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lottie Duncan, 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.



ROBERT E. FRANKLIN
Notary Public
In and for Brazoria S.)
County, Texas
MY COMMISSION EXPIRES June 1, 1959

WITNESSED BY MY HAND AND SEAL OF OFFICE, this the 8 day of June, A. D. 19 59
Robert E. Franklin
Notary Public in and for Brazoria County, Texas

Filed for Record on the 16 day of June A.D. 1959 at 10:34 O'Clock A M
Recorded this the 22 day of June A.D. 1959 at 10:30 O'Clock A M
By *C. L. Shamburger* Deputy C. L. Shamburger, County Clerk,
Wood County, Texas

EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS X
 COUNTY OF WOOD X

35031

Know all men by these presents, that I, J. V. SIMMONS, not joined herein by my wife, since the herein described property constitutes no part of our homestead, of Dallas County, State of Texas, in consideration of TEN AND NO/100 (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey, to T. R. ENGLISH, a single man, of Wood County, State of Texas, his heirs or assigns, for the purpose of ingress and egress, an easement and right-of-way, being approximately 20 feet in width and being more particularly described as follows, to-wit:

All that certain lot, tract or parcel of land situated in the J. B. SMITH SURVEY, , ABSTRACT NUMBER 546, in Wood County, Texas, and being a part of Tract No. 1 of the agreed division of the estate of James V. Simmons, containing 20.937 acres of land as set out in a Partition Deed by and between Robert Harrold Simmons, James Vinson Simmons, J. L. Simmons, John Howard Simmons, Q. O. Dunn, guardian of Sandra Janine Dunn, a minor, Minnie Avis McGuire, wife of F. W. McGuire, Myrtle May Hardman, wife of R. H. Hardman, and Mattie Adele Prater, wife of E. F. Prater, dated April 22, 1955, recorded in Volume 437, Page 491 of the Deed Records of Wood County, Texas, the land herein conveyed being more particularly described as follows:

BEGINNING at a 5/8 inch iron pin for corner, in the Northwest corner of said J. B. Smith Survey, Abstract No. 546, said point also being the Northeast corner of the I. Ivey Survey, Abstract No. 324, and being the Northwest corner of said 20.937 acre tract which was set aside to James Vinson Simmons as his sole and separate property in the above mentioned Partition Deed;

THENCE SOUTH 89 deg. 44 min. East, with the North line of the J. B. Smith Survey and the South line of the W. B. Stone Survey, Abstract No. 536, and with an old fence, a distance of 1300 feet to a stake for corner in the South boundary line of a public road;

THENCE SOUTH 0 deg. 02 min. East, a distance of 20 feet to stake for corner;

THENCE NORTH 89 deg. 44 min. West a distance of 1300 feet to stake for corner in the West boundary line of said J. B. Smith Survey, said point also being in the East boundary line of said I. Ivey Survey, Abstract No. 324;

THENCE NORTH 0 deg. 02 min. West with the West boundary line of said J. B. Smith Survey, and with an old fence, a distance of 20 feet to the PLACE OF BEGINNING, containing 0.5969 of an acre of land, more or less;

for the benefit of and as an easement appurtenant to that land described as follows:

All that certain tract or parcel of land described as Tract #1 in deed from Veasey L. English to T. R. English, dated May 8th, 1973, and recorded in Volume 666, Page 63, of the Deed Records of Wood County, Texas, said Tract #1 being more particularly described as follows, to-wit:

All that certain tract or parcel of land, situated in Wood County, Texas, and being a part of the I. IVEY SURVEY NO. 141, ABSTRACT NUMBER 324, and

BEGINNING at a stake in the N. E. Corner of the said I. Ivey Survey No. 141;

THENCE WEST 85 rods;

THENCE SOUTH 136 rods;

THENCE EAST 85 rods;

THENCE NORTH 136 rods to the PLACE OF BEGINNING, containing Seventy Two (72) acres of land, more or less.

And being the same land conveyed to W. P. Duncan by R. M. Wood, et ux Bettie Wood, by deed dated March 10, 1942, recorded in Vol. 213, Page 142, of the Deed Records of Wood County, Texas, and being the same tract of land described in a Deed of Conveyance from B. W. Duncan and wife, Lottie Duncan to T. R. English, dated June 8, 1959, and recorded in Vol 455, Page 431, of the Deed Records of Wood County, Texas;

or any portion thereof.

EXECUTED this 22nd day of February, 1979.

J. V. Simmons

J. V. Simmons

THE STATE OF TEXAS X
COUNTY OF WOOD X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. V. Simmons, 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 on this the 28th day of February, A. D. 1979.



Shirley R. Ellis

Notary Public in and for Wood County, Texas
My comm. exp. 8-31-80

Page No. Two (2)

FILED FOR RECORD THE 28th DAY OF FEBRUARY A. D. 1979 AT 4:38 O'CLOCK P. M.
RECORDED THE 8th DAY OF MARCH A. D. 1979 AT 8:52 O'CLOCK A. M.
BY *M. R. Bridges* MARTHA R. BRIDGES, COUNTY CLERK WOOD COUNTY, TEX.
Deputy

CXC-Produced 88
5 Year Paid Up
With 640 Acres Pooling Provision

VOL. 1568 PAGE 269

RETURN TO:
Parker & Parsley
Attn: Brent Roland
303 W. Wall Avenue, Suite 101
Midland, Texas 79701

OIL, GAS AND MINERAL LEASE

008079

THIS AGREEMENT MADE THIS 5/21/97, between T. R. English, dealing in separate property Lessor, (Whether one or more), whose address is Route 2, Box 2126 Mineola, Texas 75773 and **CHAMPION EXPLORATION CORP.**, whose address is P O Box 1506, Midland, Texas 79702, Lessee, WITNESSETH:

1. Lessor, in consideration of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee herein after contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephones lines, employee houses and other structures on said land, necessary or useful in Lessee's operation in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Wood State of Texas, and is described as follows:

See Exhibit "A" attached hereto for description and additional provisions.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplement instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or payment hereunder, said land shall be deemed to contain 72.00 acres, whether actually containing more or less, and the above recital of acreage of any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 5 years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may conduct its wells, the equal 1/6 part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such 1/6 part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case to bear 1/6 of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, 1/6 of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land in the manufacture of gasoline or other products the market value, at the mouth of the well, 1/6 of such gas and casinghead gas; (c) To pay lessor on all other mineral mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or any time or times thereafter, there is any well on said lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payment or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be mailed directly to Lessor at the address shown above, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or part, liability for payment hereunder shall rest exclusively on the then owner of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right at its option, to pool or unitize any land covered by this lease with any land covered by this lease, and/or with any other land, lease, or leases as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the lands which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization or royalty interests as between any such separate tracts is intended or shall be implied or result merely from the exclusion of such tracts within this lease but lessee

APR 12 1997 8:30

shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur, or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successive assigns. No change or division in ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall, increase the obligation or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for herein or at the address above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit applicable governmental regulations, (but in no event less than forty acres), such acreage to be designed by lessee as nearly as practicable in the form of a square centered at the well, or well, or such shape as then existing spacing rules; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of shut-in provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is effective on the date first above written.

X T. R. English
LESSOR: T. R. English
dealing in separate property

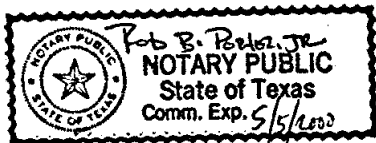
SS# 453 309184

SS# 453 309184

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Wood

This instrument was acknowledged before me on the 22 day of May, 1997, by T. R. English, dealing in separate property.



Robt. B. Baker, Jr.
Notary Public, State of _____
Printed Notary Name
Commission Expires: _____

NOT 128848 2000

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 5/21/97 , by and between T. R. English dealing in separate property , as Lessor and Champion Exploration Corporation, as Lessee and covering 72.00 acres, more or less, in Wood County, Texas.

Description of Land:

72 acres, more or less, out of the I. Ivey Survey, A-324 and being the same lands described in Warranty Deed dated January 1, 1983 from Bobby J. Malone, etal to T.R. English as recorded in Volume 918, Page 79 of the Deed Records of Wood County, Texas

Additional Provisions:

Lessor acknowledges that Lessee shall have the exclusive permit and rights of ingress and egress and Lessor hereby grants permission to Lessee, his employees, and/or contractors to enter on the land described herein to conduct geophysical surveys, including magnetic, geochemical, radiometric, two dimensional and/ or three dimensional seismic operations on the herein leased lands during the term of this agreement. If Lessor is the surface owner of leased premises, then Lessee shall notify Lessor prior to entering said lands to begin conducting geophysical operations thereon and Lessee's operations will be conducted by accordance with good standard practices and in a prudent and careful manner as to prevent damages to Lessor's water wells and Lessee agrees to hold Lessor free and harmless from any claims that may result from work by virtue of Lessor's permission granted herein.

It is agreed and understood that this lease is limited to oil, gas and other hydrocarbons and substances normally associated with the production of oil and gas. Minerals not covered by this lease include (but are not limited to), sand, clay, gravel, iron ore, coal, lignite and uranium.

In the event Lessor herein is the owner of the surface estate covered by this lease, it is agreed and understood that Lessee, it successors or assigns, shall pay lessor for any reasonable damage done to crops, trees or livestock by reason of operations thereon and shall pay for any reasonable damage to roads, culverts, bridges and fences, or other improvements on Lessor's lands resulting from said operations.

SIGNED FOR IDENTIFICATION:

T R English

T. R. English
dealing in separate property

000000

FILED AND RECORDED THE 11th DAY OF Aug., 1997 AT 9:24 O'CLOCK A M
BRENDA TAYLOR, COUNTY CLERK WOOD COUNTY, TEXAS

BY Sandy Skinner DEPUTY

DO NOT REMOVE THIS PAGE - IT IS A PART OF THIS INSTRUMENT

EASEMENT

2 Pages

Parties: HALBACH ROBERT D ETUX

to

WOOD COUNTY ELECTRIC COOPERATIVE INC

FILED AND RECORDED - REAL RECORDS	CLERKS NOTES
On: 01/23/2013 at 03:12 PM	
Document Number: <u>2013-00000935</u>	
Receipt No: <u>204682</u>	
Amount: \$ <u>16.00</u>	
Kelley Price, County Clerk Wood County, Texas	



STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the named records of Wood County, Texas.

Kelley Price, County Clerk

Recorded By: Christan Robinson, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

WOOD COUNTY ELECTRIC
PO BOX 1827

QUITMAN, TX 75783



EASEMENT

Mbr.# 712029-002 Robert Halbach

THE STATE OF TEXAS

COUNTY OF Wood

Map# 33-16-3-89-8

KNOW ALL MEN BY THESE PRESENTS:

THAT Robert D. Halbach and spouse, Elizabeth W. Halbach

of Collin County, Texas, hereafter called the "GRANTOR" whether one or more, for and in consideration of ten (\$10) dollars & other good & valuable consideration, receipt and adequacy of which is hereby acknowledged, does GRANT, sell and convey unto WOOD COUNTY ELECTRIC COOPERATIVE, INC. a Texas electric cooperative corporation, P.O. Box 1827, Quitman, Texas 75783, hereinafter known as "GRANTEE", an easement of right-of-way for electric distribution lines, consisting of a variable number of wires, and all necessary and/or desirable appurtenances, across Grantor's land in Wood County, Texas described as;

- 1. Number of acres 68.9582
- 2. Survey I. Ivey Survey
- 3. Abstract No. 324
- 4. Name of Owner Robert D. Halbach and Elizabeth W. Halbach
- 5. Deed Reference by which acquired - Volume ~~2115~~ 2115 Page ~~300~~ 300
or
Document Number - _____
- 6. Date of Purchase or Acquisition: October 12, 2005

Description of Easement on Tract:

Said easement being a strip of land, 30' in width, 15' either side of the following described centerline, over and across the above described tract. The centerline of said easement to begin at an existing pole located on the above described tract, said pole being located approximately S 70° E a distance of 746' from the NW corner of said tract; THENCE the centerline of the easement runs approximately S 10° E a distance of 100' to a point for the end point of said easement.

Together with the right of reasonable ingress and egress over Grantor's land adjacent to and from said right-of-way for the purpose of constructing, improving, inspecting, maintaining, operating and removing said lines and appurtenances, and the right at all times to maintain and clear said lines and appurtenances of all trees and other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights to the said WOOD COUNTY ELECTRIC COOPERATIVE, INC., its successors and assigns, until all of said line shall be abandoned.

EXECUTED THIS 13th

Robert D. Halbach
Robert D. Halbach
Elizabeth W. Halbach
Elizabeth W. Halbach

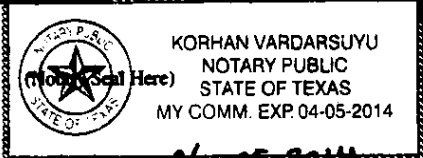
ACKNOWLEDGMENT

STATE OF TEXAS

County of: Dallas

This instrument was acknowledged before me, signed by Robert D Halbach and Elizabeth W Halbach

on the 13th day of November, 2012.



Korhan Vardarsuyu
Notary Public, State of Texas
Notary's Printed Name

My Commission Expires: 04-05-2014

(COUNTY CLERK OFFICE USE ONLY BELOW THIS LINE)

FILED AND RECORDED Instrument# 2013-00000935
01/23/2013 03:12:34 PM Pages: 2
Kelley Price-County Clerk
By: crobison, Wood County, TX

WOOD COUNTY ELECTRIC CO-OP, INC.
P.O. BOX 1827
QUITMAN, TX 75783

DO NOT REMOVE THIS PAGE - IT IS A PART OF THIS INSTRUMENT

CERTIFICATE

2 Pages

Parties: HALBACH ROBERT ET AL

to

TEXAS COMMISSION ENVIRONMENTAL QUALITY

FILED AND RECORDED - REAL RECORDS	CLERKS NOTES
On: 06/27/2013 at 09:03 AM	
Document Number: <u>2013-00007420</u>	
Receipt No: <u>210147</u>	
Amount: \$ <u>16.00</u>	
Kelley Price, County Clerk Wood County, Texas	



STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the named records of Wood County, Texas.

Kelley Price, County Clerk

Recorded By: Alicia Derdeyn, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

MARLIN GALLENDER
1323 CR 3260

QUITMAN, TX 75783



AFRIDA VIT

THE COUNTY OF WOOD THE STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

I

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of ~~Van~~ Wood County. The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs. Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ or the Permitting Authority of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ or the Permitting Authority that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as

Lot N/A Block N/A Subdivision N/A Unit # N/A, Acreage 69.7

Survey Name I. Ivey Survey Abstract A-324 Deed Volume 918 Page 79

Tract TR5 Section R16 T13 GEO Number: 216773 0324-005-000-35

The property is owned by: Robert and Elizabeth Halberch

This OSSF must be covered by a continuous maintenance contract for the first two initial operation years. All maintenance on this OSSF for the initial first two years must be performed by an approved maintenance company, and a signed maintenance contract must be submitted to the Permitting Authority within 30 days of operation.

The owner will, upon any sale or transfer of the above described property, request a transfer of the permit for the OSSF to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Permitting Authority.

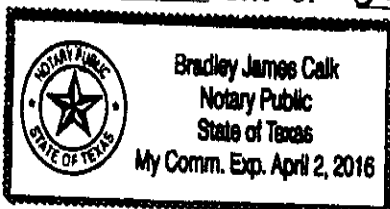
WITNESS BY HAND(S) ON THIS 19th DAY OF June, 2013

Robert D Halberch
(Owner signature(s))

Elizabeth Halberch
(Owner signature(s))

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 19th DAY OF June, 2013

Bradley James Calk
Notary Public, State of Texas



Bradley James Calk
"Notary's Printed Name"

My Commission Expires: April 2, 2016

AFFIDAVIT

THE COUNTY OF WOOD
STATE OF TEXAS

2021-00013861 Pages:1 Kelley Price Wood County



CERTIFICATION OF ON-SITE SEWAGE FACILITIES REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for on-Site Sewage Facilities, this document is filed in the Official Public records of WOOD County, Texas.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), 5.012 and 5.013, give the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires an Official Public Record recording. Additionally, the owner must provide proof of the recording to the local OSSF permitting authority. This document is not a representation or warranty by the TCEQ or the local permitting authority of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ or the local permitting authority that the appropriate OSSF was installed.

Before me, the undersigned authority, on this day personally appeared (land owner's printed name):

Meshell Schless who after being by me duly sworn, upon oath states that he/she is the owner/owner's agent of record of that certain tract, lot, or parcel of land lying and being situated in WOOD County Texas, and being more particularly described as follows:

Lot N/A, Block N/A, Subdivision N/A, Unit # N/A, Acreage 68.94,
Survey Name J. Tuley, Abstract # 324, Deed Volume 2020-0009-4858, Page 5, Tract 5,
Section N/A, GEO # 0324-0005-0009-35
911 Address 2050 CR 2700 Mineola, TX 75710

OR ATTACH: A COPY OF WARRANTY DEED/W METES AND BOUNDS PROPERTY DESCRIPTION

An OSSF requiring inspections and maintenance according to 30 Texas Administrative Code 285.91(12) is proposed to be installed on this property. This OSSF shall be covered by a continuous service policy for the first two years. After the initial two year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally. All non single family residences will require a maintenance contract with yearly testing and reporting. 30 TAC 285.91 (4). All aerobic treatment systems are subject to inspections by the local authorized agent at any time as described in 30 TAC 285.7 (4,g).

Upon sale or transfer of the above described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF may be obtained from the local permitting authority.

WITNESS MY HAND ON THIS THE 1st DAY OF December, 20 21

[Signature]
(Owner's Signature[s])

SWORN TO AND SUBSCRIBED BEFORE ME on this the 1st day of December, 20 21

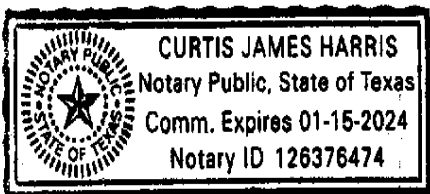
By Meshell Schless
(Owner's Printed Name)

[Signature]
Notary Public, State of Texas
Curtis Harris
Notary's Printed Name
Commission Expires: 01-15-24

THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the OPR Records of Wood County, Texas.

2021-00013861 spyron
12/09/2021 10:21 AM



Kelley Price
Kelley Price, County Clerk
Wood County, Texas

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

Vol 1006

THIS STATE OF TEXAS

Smith

County of Smith

BEFORE ME, the undersigned authority, on this day personally appeared

Leona B. Pritchett

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 10th day of JANUARY, A. D. 1961

Notary Public Roy L. Beaman County, Texas



FILED AT 3:22 A. M. ON THE 5 DAY OF April 1961

RECORDED AT 4:00 O'CLOCK P. M. ON THE 12 DAY OF April 1961

ERNEST CHRISTIAN, COUNTY CLERK BY

32-4-1002-360 THE STATE OF TEXAS Smith County

Easement and Right of Way

Leona B. Pritchett

Texas Power & Light Co.

FILED AT 3:22 A. M. ON THE 5 DAY OF April 1961 RECORDED AT 4:00 O'CLOCK P. M. ON THE 12 DAY OF April 1961 ERNEST CHRISTIAN, COUNTY CLERK BY

THE STATE OF TEXAS 2 of 6 3228 W. A.: 3288 E. R.: Code: 32-88 Prod.: 812

County of Smith KNOW ALL MEN BY THESE PRESENTS:

That Paul McGowan, Ted Subg, Ben D. Bailey, Morris Dorbandt, Billy Glen Brown

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the A. Watkins

Survey, Abstract No. 1055, Smith County, Texas.

The center line of said power line shall be located across said land as follows: Beginning at a point in Grantor's north property line, said point being located 215 feet east of Grantor's northwest property corner. Said property corner being same as the northeast property corner of Mike Willis. Thence south 27° 45' west a distance of 291 feet to an angle pole and guy, said guy to extend in a westerly direction a distance of 28 feet to its anchor. Thence south 00° 15' west a distance of 2755 feet to an angle pole and guy, said guy to extend in an easterly direction a distance of 28 feet to its anchor. Thence south 38° 45' west a distance of 350 feet to an angle pole and two guys. At survey etc. 32-400. One guy to extend in the same southeasterly direction a distance of 28 feet to its anchor. The other guy to extend in an easterly direction a distance of 28 feet to its anchor. Thence north 72° 15' west a distance of 400 feet to an angle pole and guy, said guy to extend in a northerly direction a distance of 28 feet to its anchor.

Thence north 64°15' east a distance of 715 feet to an angle pole and guy at Station 11-95, said guy to extend in a northerly direction a distance of 28 feet to its anchor. Thence south 67°21' west a distance of 190 feet to a dead end pole and guy. Said guy to extend in the same southeasterly direction a distance of 28 feet to its anchor.

Beginning again at said angle pole at Sur. Sta. 11-95; thence north 61°15' west a distance of 360 feet to an angle pole and guy, said guy to extend in a southerly direction a distance of 28 feet to its anchor. Thence north 78°40 minutes west a distance of 380 feet to a point in Grantors west property line. Said property line dividing Lot #28 and Lot #29.

Beginning again at a point in a property line dividing Lot #30 and Lot #31, and in the same northeasterly direction a distance of 28 feet to a guy and its attached anchor.

Beginning again at angle pole, Survey Station 21-80, thence south 09°15' east a distance of 525 feet to an angle pole and guy. Said guy to extend in an easterly direction a distance of 28 feet to its anchor. Thence south 88°00' west a distance of 1 foot to a point in Grantors north property line, said property line dividing Lot #16 and #17.

Beginning again at a point in Grantors east property line. Said property line dividing Lot 15 and 16. Thence in the same southeasterly direction a distance of 170 feet to an angle pole and guy. Said guy to extend in a southerly direction a distance of 28 feet to its anchor. Thence south 88°05' west a distance of 1500 feet to an angle pole and guy, said guy to extend in a southerly direction a distance of 28 feet to its attached anchor.

Thence north 66°15' west a distance of 320 feet to an angle pole and guy. Said guy to extend in a southerly direction a distance of 28 feet to its anchor.

Thence north 68°15' west a distance of 325 feet to a dead end pole and two guys. One guy to extend in a southeasterly direction a distance of 28 feet to its anchor. The other guy to extend in a southerly direction a distance of 28 feet to its anchor. Thence north 07°00' east a distance of 15 feet to a point in Grantors north property line, said property line being same as south right of way of County Road.

Beginning again at an angle pole, Survey Station 25-55, thence north 16°00' east and across County Road, a distance of 100 feet to a dead end pole and guy. Said guy to extend in the same northerly direction a distance of 30 feet to its anchor.

The above described property constitutes no part of my homestead.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 28 poles, 0 stubs, and 16 guy anchors along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, repairing, maintaining, operating and removing said line and equipment; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 11th day of February A. D. 19 62.

Witnessed by:

Ed. J. ...

James T. Bailey

Maria Berberdt

Cliff Allen

Paul M.C. ...

STATE OF TEXAS
COUNTY OF SMITH

VOL 1006 PAGE 513

Before me, A.M. Carter, a Notary Public in and for Smith County, Texas, on this day personally appeared Paul McCormick, 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 6th day of February, 1961.



A.M. Carter
Notary Public Smith County, Texas

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Smith

BEFORE ME, the undersigned authority, on this day personally appeared San Bailey, Morris Dorhardt, Ted Sabo, and Billy Alan Brown

known to me to be the person(s) whose name(s) is (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 4th day of February, A. D. 1961.



Eleanor Allan
Notary Public Smith County, Texas

32-4-3182-360

THE STATE OF TEXAS
Smith County

Easement and Right of Way

FROM
San Bailey, et al

TO
Texas Power & Light Co.

STATE OF TEXAS
COUNTY OF SMITH

FILED AT 10:01 A.M. ON THE 12 DAY OF APRIL 1961
RECORDED AT 4:20 P.M. ON THE 12 DAY OF APRIL 1961
ERNEST CHRISTIAN, COUNTY CLERK BY Rose Marie Gray DEPUTY

Vol 1076 Page 348

1 of 1
5444

Code 32/88
W.A. 3088
E.R. 5
Proj. 139

Form 62-12-10
THE STATE OF TEXAS

County of Smith

KNOW ALL MEN BY THESE PRESENTS:

That SAM D. BAILEY

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the A. Watkins Survey, Abstract No. 1055 Smith County, Texas.

The center line of said power line shall be located across said land as follows: Beginning at an existing dead end pole, said pole being located 1 foot south of and 30 feet east of an inner property corner. Said property corner being same as intersection of north right-of-way of County road and east right-of-way of county road, located south of Swan Lake. Thence south 15° 12' west a distance of 95 feet to a point in grantor's west property line.

The above described property constitutes no part of my homestead. *SDB*

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

(AERIAL)

Said Company shall have the right to erect poles, stubs, and guy anchors along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 21st day of February, A. D. 1963.

Witnessed by:

Sam D. Bailey

THE STATE OF TEXAS

County of Smith

BEFORE ME, the undersigned authority, on this day personally appeared SAM D. BAILEY

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 21st day of February, A. D. 1963

William W. Burnett
Notary Public, Smith County, Texas

County Clerk, Smith County, Texas
By _____
Notary Public, Smith County, Texas
Ernest Christian, County Clerk, By _____
Texas Power & Light Co.
Easement and Right of Way
23-4-3089-360
THE STATE OF TEXAS
County of Smith

FILED AT 10:34 O'CLOCK A. M. ON THE 26 DAY OF April, 1963
RECORDED AT 3:43 O'CLOCK P. M. ON THE 3 DAY OF May, 1963
ERNEST CHRISTIAN, COUNTY CLERK, By _____ DEPUTY.

THE STATE OF TEXAS

5445

H.A. 32-1001
Code 32-01
ER 1
Proj. 956

County of Smith

KNOW ALL MEN BY THESE PRESENTS:

That OSCAR W. BEDGOOD

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the Lot 16, City of Tyler, Block 163

Survey, Abstract No. _____ Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in grantor's south property line of Lot 16 in Block 163, said point being located 1 foot east of the southwest corner of Lot 16, dividing Lots 15 and 16 in said block.

THENCE in a northerly direction, a distance of 132 feet to a Texas Power and Light Company's existing pole, said pole being located 1 foot east of and 132 feet north of grantor's aforesaid southwest property corner of Lot 16 in said block.

9471

FILED ERNEST CHRISTIAN
COUNTY CLERK
1963 JUL 25 AM 8:09

VOL 1085 PAGE 581

225
20

Mapwell, S. D. Attorney
P.O. Box 1013
Logansport, Texas 75663

FILED AT 9:29 O'CLOCK A.M. ON THE 25 DAY OF July 1963
RECORDED AT 1:38 O'CLOCK P.M. ON THE 2 DAY OF July 1963
ERNEST CHRISTIAN, COUNTY CLERK, By [Signature] DEPUTY

Form 100-1010 THE STATE OF TEXAS Code 32/88
W.A. 3088
S.R. 5
Proj. 195

County of Baith KNOW ALL MEN BY THESE PRESENTS:
THAT SAH D. BAILEY, MORRIS BERBANDT AND TED SARA

of Baith County, Texas, herein called "Grantor," whether one or more, for and in con- sideration of the advantages which will accrue to Grantor from construction of a certain electric transmission or distribution line adjacent to Grantor's land in the A. Watkins, A.C. 1055 Survey,

Baith County, Texas, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement to locate, establish and maintain on said land a guy anchorage and such guy wires as are necessary to safeguard the construction and operation of said electric transmission or distribution line where it passes adjacent to said land, said guy wires to be attached as a permanent part of a pole or structure of said Company at its Survey Station.

Said guy anchorage and guy wire shall be located a distance of 30 feet in a southerly direction from an existing line pole, said pole being located 510 feet north of and 1032 feet east of grantor's southwest property corner. Said property corner being same as southwest property corner of Swan Lake Property.

TO HAVE AND TO HOLD the above described easement unto the said Company, its successors and assigns, until the said line shall be abandoned.

Executed this 24 day of April A.D. 1963

Witnessed by:
[Signature]
Anna Darlow

Sah D Bailey
Morris Berbandt
[Signature]

Form 12-41-40
THE STATE OF TEXAS

M. A.: 3088
E. R.: 5
Code: 32-88
Proj.: 504

145

County of Smith

7803

KNOW ALL MEN BY THESE PRESENTS:

That Sam Bailey

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line, hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the A. Watkins Survey, Abstract No. 1055 Smith County, Texas.

The center line of said power line shall be located across said land as follows:

Beginning at a present Texas Power & Light Company pole as now located upon Grantor's property. Said pole being located 280 feet south and 528 feet west of a northeast corner of Grantor's property.

Thence in a southerly direction bearing S-00°-15' E a distance of 195 feet to an angle pole and its attached angle guy, said guy to extend in a westerly direction across a road to a guy stub pole and its attached down guy anchorage.

Thence in a southerly direction bearing S-03°-48' E a distance of 305 feet to an angle pole and its attached angle guy.

Thence in a southerly direction bearing S-12°-48' E a distance of 305 feet to an angle pole and its attached angle guy.

Thence in a southerly direction bearing S-11°-35' W a distance of 275 feet to an angle pole and its attached angle guy.

Thence in a southerly direction bearing 79°-48' W a distance of 125 feet to a dead end pole and its attached angle guy and its attached dead end guy. One guy to extend in a northwesterly direction bearing N-21°-00' W a distance of 30 feet to a guy anchorage. One guy to extend in a southerly direction running parallel to a small creek a distance of 30 feet to a guy anchorage.

The above described property constitutes no part of my homestead. S.B.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 5 poles, 1 stubs, and 6 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 2th day of March, A. D. 1961

Witnessed by:

Sam Bailey

VP. 1120 595
APR 24 1964

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Smith

Subscribed authority, on this day personally appeared

Don Bailey



of the County of Smith State of Texas (name(s) to (y/e)) subscribed to the foregoing instrument, and acknowledged to me that he signs for the purpose and consideration therein expressed.

AND SEAL OF OFFICE this 27th day of March, A. D. 1964

William W. Burnett
Notary Public, Smith County, Texas

FILED AT Smith O'CLOCK 11:42 P. M. ON THE 30 DAY OF April 1964

RECORDED AT Smith O'CLOCK 11:42 P. M. ON THE 30 DAY OF April 1964

ERNEST CHRISTIAN, COUNTY CLERK, By [Signature] DEPUTY.

2 of 2

W. A.: 3088
E. R.: 5
Code: 32-88
Proj.: 484

1145

THE STATE OF TEXAS
County of Smith

7804

KNOW ALL MEN BY THESE PRESENTS:

That W. E. Curtis

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the Marshall University Survey, Abstract No. 636, Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in existing line. Said point being located 1 foot West of and 1362 feet south of Grantors northeast property corner. Said property corner being same as intersection of Grantors north property line and west right of way of Rhodes Quarter Road. Said point dividing Lots 13 and 14. At said point a pole to be installed.

13974 of 2

Va 1134 597 Code 32/86
W.A. 3088
E.R. 5
Frog. 679

Form 1184-10-10

THE STATE OF TEXAS

County of Smith

KNOW ALL MEN BY THESE PRESENTS:

That Ted Saba

of Smith County, Texas, herein called "Grantor," whether one or more, for and in consideration of the advantages which will accrue to Grantor from construction of a certain electric transmission or distribution line adjacent to Grantor's land in the A. MATTHEW SMITH, A-2055 Survey.

of Smith County, Texas, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement to locate, establish and maintain on said land a guy anchorage and such guy wires as may be necessary for the construction and operation of said electric transmission or distribution line where the said guy wires to be attached as a permanent part of a pole or structure of said Company at its Survey Station.

Said guy anchorage and guy wires shall be located 30 feet in a southerly direction from an existing line pole. Said pole being located 1 foot south of and 505 feet east of Grantor's northwest property corner. Said property corner being same as intersection of grantor's west property line and south right of way of County road, located at Swan Lake.

TO HAVE AND TO HOLD the above described easement unto the said Company, its successors and assigns, until the said line shall be abandoned.

Executed this 19th day of August A.D. 1964

Witnessed by:

Ted Saba

THE STATE OF TEXAS

County of Smith

BEFORE ME, the undersigned authority, on this day personally appeared

Ted Saba

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED BY HAND AND SEAL OF OFFICE this 19th day of August A.D. 1964

William W. Burnett
Notary Public Smith County, Texas



32-4-2083-360
11894
THE STATE OF TEXAS
COUNTY OF SMITH
CITY OF ANCEBERG
ERNEST CHRISTIAN
COUNTY CLERK
SMITH COUNTY TEXAS
NOV 30 AM 10:00
TEXAS POWER & LIGHT COMPANY
1000 Red 1-2-3-1
STATE OF TEXAS

FILED AT 10:07 O'CLOCK A. M. ON THE 30 DAY OF Oct 1964
RECORDED AT 7:05 O'CLOCK A. M. ON THE 12 DAY OF Nov 1964
ERNEST CHRISTIAN, COUNTY CLERK, By Mary L. G. Deputy.

13975¹ of 3
THE STATE OF TEXAS
County of Smith
Code: 32/85
V.A.: 3080
EX: 5
Proj.: 690

KNOW ALL MEN BY THESE PRESENTS:

That Bernie Troy Seaton and Martha Seaton
of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the Bernie Troy Seaton Survey, Abstract No. 18, Pk. 12 Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in existing line. Said point being located one foot east of and 410 feet north of Grantor's southwest property corner. Said property corner being same as intersection of Grantor's south property line and east right-of-way of Old Palestine Road, located about 2 miles southwest of Crossian. At said point a pole to be installed.
The above described property constitutes no part of my homestead.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 1 poles, 0 stubs, and 0 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 20th day of August, A. D. 1964.

Witnessed by:
Bernie Troy Seaton
Martha Seaton

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

County of _____, State of _____, on this day personally appeared D. K. Caldwell
 who is (and) subscribed to the foregoing instrument, and acknowledged to the Notary Public for the purpose and consideration therein expressed.
 SEAL OF OFFICE this 17th day of March, A. D. 1965
William W. Burnett
 Notary Public, Smith County, Texas



32-4-1088-360
 THIS STATE OF TEXAS
 '7208'
 Easement and Right of Way
 Texas Power & Light Co.
 State of Texas
 Ernest Christian, County Clerk, by Shirley Casmer Deputy.

FILED AT 12:00 O'CLOCK P M. ON THE 28 DAY OF March 1965
 RECORDED AT 8:14 O'CLOCK A M. ON THE 9 DAY OF June 1965
 ERNEST CHRISTIAN, COUNTY CLERK, BY Shirley Casmer DEPUTY.

2 of 2 Code 32/88
 W.A. 3098
 E.R. 5
 Proj. 581

THE STATE OF TEXAS
 County of Smith '7208
 KNOW ALL MEN BY THESE PRESENTS:

That Sam Bailey
 of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the 1/4 Section 13 Survey, Abstract No. 1055 Smith County, Texas.

The center line of said power line shall be located across said land as follows:
 Beginning at a point in grantor's north property line, aforesaid point being located 1 foot west of grantor's northeast property corner. Aforesaid property corner being further described as the southwest corner of the intersection of a county road and Oak Drive. Thence in a southerly direction a distance of 789 feet to a T&M Company single pole and its attached guy, aforesaid guy to extend in a southeasterly direction 28 feet to a guy anchorage, from the northeast corner of Lot 13, dividing Lots 13 & 14.

BEGINNING again at aforesaid angle pole. Thence in a westerly direction a distance of 85 feet to a TP&L Company service pole. Beginning again at aforesaid angle pole THENCE in a southeasterly direction with an angle of 07° 00' Lt. a distance of 195 feet to a TP&L Company angle pole and its attached guy. Aforesaid guy to extend in a southwesterly direction a distance of 28 feet to a guy anchorage from the northeast corner of Lot 12, dividing Lots 12 and 13.

BEGINNING again at aforesaid angle pole. Thence in an easterly direction a distance of 65 feet to a TP&L Company service pole. Beginning again at aforesaid angle pole, with an angle of 27° 30' Nlt., a distance of 230 feet to a TP&L Company angle pole and its attached guy. Aforesaid guy to extend in the southwesterly direction a distance of 28 feet to a guy anchorage, from the northeast corner of Lot 16, dividing Lots 10 and 11.

BEGINNING again at aforesaid angle pole. Thence in the same southeasterly direction with an angle of 16° 39' Lt. a distance of 255 feet to a TP&L Company angle pole and its attached guy. Aforesaid guy to extend in a southwesterly direction a distance of 28 feet to a guy anchorage, from the northeast corner of Lot 9, dividing Lots 8 & 9.

BEGINNING again at aforesaid angle pole with an angle of 25° 36' Lt. Thence in a southeasterly direction a distance of 125 feet to an existing pole;

The above described property constitutes no part of my homestead. *SB*

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 8 poles, 0 stubs, and 1 guy anchorage along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 21st day of May A. D. 1964.

Witnessed by:

Sam Bailey

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS



and authority, on this day personally appeared Sam Bailey

whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) executed the same for the purpose and consideration therein expressed.

AND SEAL OF OFFICE this 21st day of May A. D. 1964
William W. Burnett
Notary Public Smith County, Texas

52-4-3088-360

THE STATE OF TEXAS
COUNTY OF DALLAS

Assessment and Right of Way

TEXAS POWER & LIGHT CO.
STATE OF TEXAS

County Clerk
Ernest Christian
Deputy
W. H. Hobbs

FILED AT 12:22 O'CLOCK P. M. ON THE 23 DAY OF May 1965
RECORDED AT 8:16 O'CLOCK P. M. ON THE 9 DAY OF June 1965
ERNEST CHRISTIAN, COUNTY CLERK, BY *W. H. Hobbs* DEPUTY.

155

1 of 1

Case 52/80
W.H. Hobbs
E.H. 7
Prof. 783

THE STATE OF TEXAS

7209

County of Smith } KNOW ALL MEN BY THESE PRESENTS:

That Sam Bailey and Ted Sabo

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the A. Watkins Survey, Abstract No. 1855, Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in existing line, said point being located 25 feet south of and 360 feet west of grantor's northeast property corner. Said property corner being same as intersection of grantor's east property line and south right of way of county road, located about 1 mile west of Swan. At said point a pole to be installed.

The above-described property constitutes no part of my homestead.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 1 poles, 0 stubs, and 0 guy anchors along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 21st day of May A. D. 1964

Witnessed by:

Sam Bailey
Ted Sabo

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUAL 1157 573

THE STATE OF TEXAS



On this day personally appeared Sam Bailey and Ted Saba

County of Smith State of Texas (Name) subscribed to the foregoing instrument, and acknowledged to me that

they executed the same for the purposes and considerations therein expressed.

WITNESSE MY HAND AND SEAL OF OFFICE this 12th day of May, A.D. 1965

William W. Burnett
Notary Public Smith County, Texas

32-4-4088-360

THE STATE OF TEXAS
County Smith

Easement and Right of Way

Sam Bailey
12
1965

Ted Saba
12
1965

Texas Power & Light Co.
STATE OF TEXAS

County Clerk in and for said County, hereby certifies that the foregoing instrument was filed in my office for record on the 12th day of May, 1965 at 11:50 o'clock AM, and duly recorded by me in 125 volume of the State Records of said County, at Smith County, Texas.

Chase under my hand and seal of office this 12th day of May, 1965.

FILED AT 12:22 O'CLOCK 12 M. ON THE 12 DAY OF May 1965

RECORDED AT 12:22 O'CLOCK 12 M. ON THE 12 DAY OF May 1965

ERNEST CHRISTIAN, COUNTY CLERK, BY Ernest Christian DEPUTY.

1-20 Form 1115-11-64 1 of 1 Code 12/01 N.A. 4001 E.R. 7 P.O. - 391

THE STATE OF TEXAS 7280

County of SMITH KNOW ALL MEN BY THESE PRESENTS:

That Sam Bailey, Ted Saba, and Texas Power & Light Co.

of Smith County, Texas, herein called "Grantor," whether one or more, for and in consideration of the advantages which will accrue to Grantor from construction of a certain electric transmission or distribution line adjacent to Grantor's land in the City of Tyler, Lot 5, Block 178 Survey,

Smith County, Texas, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement to locate, establish and maintain on said land a guy anchorage and such guy wires as are necessary to safeguard the construction and operation of said electric transmission or distribution line where it passes adjacent to said land, said guy wires to be attached as a permanent part of a pole or structure of said Company at its Survey Station.

Said guy anchorage and guy wires shall be located

A guy to be extended from an existing pole located at the northwest corner of Lot 5, Block 178. Said guy to extend in an easterly direction 20 feet to a guy anchorage.

TO HAVE AND TO HOLD the above described easement unto the said Company, its successors and assigns, until the said line shall be abandoned.

Executed this 12th day of May, A.D. 1965

Witnessed by: Ernest Christian

THE STATE OF TEXAS

9518
KNOW ALL MEN BY THESE PRESENTS

County of Smith

That Ted Saba

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described; hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line, consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the A. H. Watkins

Survey, Abstract No. 1055 Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in existing line. Said point being located 1 foot north of Grantor's south property line and 1 foot east of grantor's southwest property corner. At said point a pole to be installed;

THENCE south 15° 00' east a distance of 750 feet to a point in grantor's property line dividing the property of grantor and Johnson Building and Development Company.

The above described property constitutes no part of my homestead *JLS*

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect poles, towers, guy anchors along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 15th day of April, A. D. 1966

Witnessed by:

Ted Saba

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Smith
I, Ted Saba
do hereby certify that the foregoing instrument was acknowledged to me that Ted Saba
AND SEAL OF OFFICE this 15th day of April, A. D. 1966
William R. Burnett
Notary Public, Smith County, Texas

FILED AT 10:48 O'CLOCK P.M. ON THE 21 DAY OF JULY 1906
 RECORDED AT 3:26 O'CLOCK P.M. ON THE 2 DAY OF JULY 1906
 EMERY CHRISTIAN, COUNTY CLERK, BY [Signature]

28-1-2088-360

EMERY CHRISTIAN, COUNTY CLERK, BY [Signature]

1 of 3

Code 32788
 W.A. 3058
 E.R. 5
 Proj. 306

THE STATE OF TEXAS
 County of Smith

9519

KNOW ALL MEN BY THESE PRESENTS

That R. G. Duff

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the Survey, Abstract No. 1055, Smith County, Texas.

The center line of said power line shall be located across said land as follows:
 Beginning at a point in Grantor's east property line, said point being located 05 feet north of Grantor's southeast property corner,
 THENCE in a northerly direction a distance of 1 foot to a stub pole with guy,
 said guy to extend in the same northerly direction a distance of 30 feet to its attached anchor.

The above described property constitutes no part of my homestead.

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to use, occupy, erect, install, and maintain any and all poles, towers, and guy anchors along the course of said line, together with the right to dig and access for the purpose of construction, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road or any other road it is widened in the future; the right to install additional electric circuits along said line; and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 21st day of July, 1906.

Witnessed by [Signature]

Form 54-40

1 of 2

Vol. 1288 PAGE 531

W.A. 3088
E.L. 5
Proj. 372
Code 620/86

THE STATE OF TEXAS

578

County of Smith

KNOW ALL MEN BY THESE PRESENTS:

That Ed Saba

of Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas; an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the A. Watkins

Survey, Abstract No. 1052, Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in grantor's west property line. Said point being located 355' south of grantor's northeast property corner. Said property corner being same as intersection of grantor's north property line and east right of way of county road, located at east end of Swan Lake.

THENCE in an easterly direction a distance of one (1) foot to a stub pole with guy. Said guy to extend in the same easterly direction a distance of 30' to its attached anchor.

The above described property constitutes no part of my homestead Ed

This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line.

Said Company shall have the right to erect 0 poles, 1 stubs, and 1 guy anchorage along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, repairing, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; and the right of all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

EXECUTED this 15th day of February, A. D. 1968.

Ed Saba

Vol. 1288 Page 532 CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS
THE STATE OF TEXAS

County of Smith
BEFORE me the undersigned authority, on this day personally appeared Foot Seltz

whose name(s) is/are reported in the foregoing instrument, and acknowledged to me that the same for the purposes and consideration therein expressed.
AND SEAL OF OFFICE this 12th day of September, A. D. 1969
William J. Blumh
Notary Public, Smith County, Texas

TEXAS POWER & LIGHT COMPANY
HELL STREET & HURST, OP. WAY 349
DALLAS, TEXAS 75201

County Clerk, Smith County, Texas.
Given under my hand and seal of office this 12th day of September, A. D. 1969.
W. J. Blumh
Notary Public, Smith County, Texas.

Texas Power & Light Co.
Easement and Right of Way
579
THE STATE OF TEXAS
Smith County

FILED AT 9:09 O'CLOCK A.M. ON THE 20 DAY OF June 1969
RECORDED AT 12:02 O'CLOCK P.M. ON THE 22 DAY OF June 1969
ERNEST CHRISTIAN, COUNTY CLERK, BY Ernest Christian DEPUTY

Form 4-44-10 THE STATE OF TEXAS
County of Smith
That V. L. Schroeder
KNOW ALL MEN BY THESE PRESENTS:

That Smith County, Texas, hereinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurtenances, upon, over and across Grantor's land in the B. E. R. & C. H. Co. Survey, Abstract No. 181, Smith County, Texas.

The center line of said power line shall be located across said land as follows:
Beginning at a point in grantor's west property line. Aforesaid point being located 95' south of grantor's northwest property corner.
THENCE in a southeasterly direction a distance of one (1) foot to a Texas Power & Light Company deadend pole and its attached guy. Aforesaid guy to extend in a northerly direction a distance of 20' to a guy anchorage.
BEGINNING again at aforesaid deadend pole. Thence in a southerly direction paralleling grantor's west property line a distance of 730' to a Texas Power & Light Company deadend pole and its attached guy. Aforesaid guy to extend in the same southerly direction a distance of 20' to a guy anchorage.

1844
WARRANTY DEED

ALEX WOLDERT, JR., ET AL
TO
DAN C. WOLDERT

FILED ERNEST CHRISTIAN
COUNTY CLERK
SMITH COUNTY, TEXAS
BY *[Signature]* DEPUTY
1963 FEB 15 PM 1:47

12.65
5.00
VOL 1068 PAGE 169
S.D.
Salley 90
Alan C. Woldert
P.O. Box 1140
City

FILED AT 1:47 O'CLOCK P.M. ON THE 15 DAY OF FEBRUARY 1963
RECORDED AT 3:30 O'CLOCK P.M. ON THE 23 DAY OF FEBRUARY 1963
ERNEST CHRISTIAN, COUNTY CLERK, BY *[Signature]* DEPUTY

STATE OF TEXAS | 1844
COUNTY OF SMITH |

That We, SAM D. BAILEY, TED SABA, MORRIS DORBANDT, being the owners of the following described tract of land to-wit:

All that certain tract or parcel of land situated in Smith County, Texas, part of the A. Wetkine Survey, Abst. No. 1055 and more particularly described as follows:

BEGINNING at a point which is 5 ft. N 89 deg. 35 min. E of a 1/2" Iron Rod at the SW corner of that certain 225.0 acre tract conveyed to Sam D. Bailey by J. R. Swan, March 14, 1958 and recorded in Vol. 904, page 202 of the Deed Records of Smith County, Texas;

THENCE N 89 deg. 35 min. E with the South line of such 225.0 acre tract 60.0 ft. to a corner;

THENCE N 0 deg. 26 min. W 65 ft. East of end parallel with the West line of said 225.0 acre tract approximately 673.8 ft. to the South line of a 60.0 ft. Road;

THENCE in a Westerly direction with the South line of said 60.0 ft. Road approximately 60.0 ft. to a point 5 ft. East of the West line of said 225.0 acre tract;

THENCE S 0 deg. 26 min. E 5 ft. East of end parallel with the West line of said 225.0 acre tract approximately 673.8 ft. to the place of beginning.

hereby dedicate to The Public forever to be used as a street or roadway such above described tract of land.

Witness the execution hereof this 25th day of January, 1963.

Sam D. Bailey
SAM D. BAILEY

Ted Saba
TED SABA

Morris Dorbandt
MORRIS DORBANDT

STATE OF TEXAS 1
COUNTY OF SMITH 1

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SAM D. BAILEY, TED SABA, AND MORRIS DORBANDT, 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 25th day of January A.D. 1963.



Glenn Allen
Notary Public in and for Smith County,
Texas.

(L.S.)

1844	SAM D. BAILEY ET AL TO THE PUBLIC	DEDICATION	FILED ERNEST CHRISTIAN : COUNTY CLERK SMITH COUNTY TEXAS BY <i>Glenn Allen</i> 1963 1963 FEB 15 PM 1:46 <i>Index 40</i>	<i>Sam Bailey</i> KENNETH R. KING Notary Public <i>1144 8 57d</i>
------	---	------------	--	--

FILED AT *Smith* OFFICE *C. W.* ON THE *15* DAY OF *Feb* 1963
RECORDED AT *Smith* OFFICE *C. W.* ON THE *15* DAY OF *Feb* 1963
ERNEST CHRISTIAN, COUNTY CLERK, BY *Glenn Allen* DEPUTY.

AFFIDAVIT

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs), this document is filed in the Official Public Records of Smith County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), 5.012 and 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the local OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission or the local permitting authority of the suitability of this OSSF, nor does it constitute any guarantee by the commission or the local permitting authority that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code 285.91(12) will be installed on this property described as:

911 Street Address (REQUIRED) 13426 County Road 468, Tyler

Lot 6, Block _____, Subdivision Swan Lake Unit # _____

OR

Acreage 1.315, Survey Name _____ Abstract # _____
Land Records Reference, Volume _____, Page _____, or Instrument # _____

OR

Attach a "Metes and Bounds" Legal Description

(If this property is not in a recorded subdivision and you do not have an instrument number or a volume and page reference for this specific property, you MUST attach a metes and bounds property description.)

The property is owned by Emerald Light LLC

This OSSF shall be covered by a continuous service policy for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally. Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF may be obtained from the local permitting authority.

WITNESS MY(our) HAND(s) ON THIS THE 18th DAY OF March, 2021

Mesbell Schloss
owner signature

second owner signature if applicable

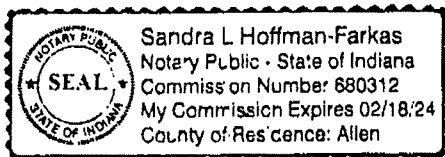
SWORN TO AND SUBSCRIBED BEFORE ME on this 18th day of March, 2021

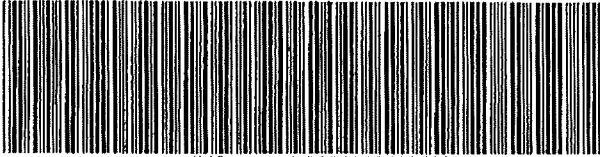
by Mesbell Schloss
Owner(s) Printed Name(s)

Sandra L. Hoffman-Farkas

Notary Public, State of Texas Signature and Seal
Notary's Printed Name: Sandra L. Hoffman-Farkas
My Commission Expires: 2/18/24

(return to) 14000 SH 31 W, Tyler, TX 75709





VG-5-2021-202101013043

**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202101013043

Real Property Recordings
AFFIDAVIT

Recorded On: April 07, 2021 12:24 PM

Number of Pages: 2

Billable Pages: 1

" Examined and Charged as Follows: "

Total Recording: \$26.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

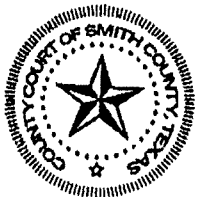
File Information:

Document Number: 202101013043

Receipt Number: 20210407000131

Recorded Date/Time: April 07, 2021 12:24 PM

User: Brenda C



**STATE OF TEXAS
Smith County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips
Smith County Clerk
Smith County, TX