

LAND TRADE DEED

File No. I
Hudspeth County
Deeds & Title Policies
Filed Aug 21 - 1978
BOB ARMSTRONG, Com'r
By James E. McCarty

File No. Polled No. 53
Hudspeth County
Filed Aug 21 - 1977
BOB ARMSTRONG, Com'r
By James E. McCarty

1. Title Policy - Lester Talley to State.
2. Deed - Talley to Guest
3. Title Policy: Land Traded to Guest to State
4. Deed: Calvin Guest to Public Free School Fund
5. Letter Received from Border Exploration Co.

Counter 45849

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TALLEY TRADE

**LAND TO BE TRADED TO STATE
(Hudspeth County)**

TRACT NO.	SURVEY & BLOCK	TSP.	SEC.	FILE NO.	ACREAGE
	T & P Ry. 7		1	S-4815	640.000 <i>No classification</i>
	" " " "	<i>A</i> -2	2	137894	640.000 <i>Mineral & Grazing</i>
	" " " "		3	S-4816	640.000 <i>No classification</i>
	" " " " 4		13	S-4924	640.000 "
	" " " "	<i>A</i> -14	14	137890	640.000 <i>Mineral & Grazing</i>
	" " " "		15	S-4925	640.000 <i>No classification</i>
	" " " "	<i>A</i> -16	16	137891	640.000 <i>Mineral Water & Grazing</i>
	" " " "		17	S-4926	640.000 <i>No classification</i>
	" " " "	<i>A</i> -18	18	137892	640.000 <i>Mineral & Grazing</i>
	" " " "		19	S-4927	<u>640.000</u> <i>No classification</i>
				TOTAL	6,400.000

** Talley acquired surface only from state in trade.*

**LAND TO BE TRADED TO KING RANCH
(Reeves County)**

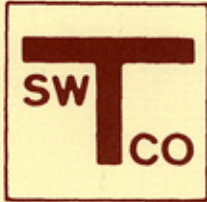
T & P Ry. 51	9	30	127819	135.842
H & GN Ry. 13 (Except NE/4		318	88142	480.000
" " " "	E/2	166	145102	320.000
" " " "	Pt.	170	145103	80.000
P.S.L. C-15	N/W. Pt.	19	Parker's F.N.	80.000
" " " "		20	" "	<u>80.000</u>
			TOTAL	1,735.842

**LAND TO BE TRADED TO WALTER BEARDSLEY
(Hays County)**

John Butler			Travis 2-186	<u>23.360</u>
			TOTAL	23.360

**LAND TO BE TRADED TO CONOLY BROOKS
(Pecos County)**

331 (E mid. 2/8 Wise)		74	98643 S-39596	161.600
(S/W Pt. of NW 3/4 of S/2)		100	12705	<u>145.000</u>
			TOTAL	306.600



Southwest Title Company

424 Texas Avenue El Paso, Texas 79901 (915) 544-3322

January 15, 1976

Southwest Title Company
El Paso, Texas

No. H-917

Bill Kern

Gentlemen:

An examination of the public records of El Paso County, Texas, from the data furnished us, reveals that title to:

Sections 21, 23 and 25 in Block 4-RG; and Section 5 in Block 7-RG of the Texas and Pacific Railway Company Surveys in Hudspeth County, Texas, containing 2,560 acres of land, more or less

is vested in Lester Ray Talley (whose wife appears to be Connie Talley)

is subject to the following:

1. State and County taxes and all taxes due to the School District in which said property is located.
2. Rights of parties in possession. In this connection there appears to be of record in Book 51, Page 251, Deed Records, Hudspeth County, Texas, a Contract of Sale of Leasehold Rights in Real Estate from J. M. Walbridge to Ike Kelley dated October 31, 1950.
3. Discrepancies in area or boundary, which a correct survey of the premises would reveal.
4. The Chain Sheet furnished for examination states that no information is furnished regarding minerals. Therefore, this opinion does not cover the mineral estate as to said property. The patents shown in the Chain Sheet do not show any mineral reservation. However, the Warranty Deed conveying the above property to Lester Ray Talley dated September 12, 1973, effective October 1, 1973, contains the following provision: But it is expressly stipulated that this conveyance is made subject to previous mineral conveyances and all valid oil and gas leases of record, and the Grantors expressly reserve to themselves all oil and gas and mineral interest of whatever nature in and under said land not previously conveyed by deed, assignment or mineral lease.

The Chain Sheet also reflects an assignment dated December 10, 1954, of record in Book 56, Page 576, Deed Records, Hudspeth County, Texas, by George C. Fraser, et al, to the TXL Oil Corporation of all oil, gas and minerals in Hudspeth County and other counties, and transfer of royalties; and also a Mining Deed, bearing no date, filed February 23, 1955, in Book 57, Page 59, Deed Records, Hudspeth County, Texas, from George C. Fraser, et al to TXL Oil Corporation, which refers therein to the blanket conveyances of December 10, 1954, referred to above, with the right of ingress and egress for exploring same.

5. Easements and Rights-of-Way:

a) Right-of-Way Easement dated December 28, 1950, from George C. Fraser, Jr., et al to the State of Texas, of record in Book 51, Page 362, Deed Records, El Paso County, Texas, conveying portions of the above property as described therein for public road purposes.

b) Any other rights of way or easements of record or apparent on the ground.

6. Liens: A) Vendor's Lien retained in Special Warranty Deed dated September 12, 1973, effective October 1, 1973, filed under Clerk's file No. 67545 in the Office of the County Clerk of Hudspeth County, Texas, from Maurice Meyer, Jr., George C. Fraser, III, and George A. Wilson, Trustees for the Texas and Pacific Land Trust, to Lester Ray Talley, securing the payment of a promissory note of even date therewith in the principal sum of \$112,000.00, signed by the Grantee, payable to the Grantors as therein provided; and being further secured by a Deed of Trust of even date therewith from the Maker of said note to Maurice D. Wells, Trustee, filed under Clerk's File No. 67552 in the Office of the County Clerk of Hudspeth County, Texas. The Warranty Deed and Deed of Trust cover other properties in addition to that described in this opinion.

B) The following Judgment Liens appear of record against the above owner:

(1) Red Baron Chemicals v. Lester Ray Talley in the amount of \$1,396.84, dated December 16, 1964, of record in Book 3, Page 88, Judgment Lien Records, Hudspeth County, Texas. The docket does not show any record of an execution on this judgment, and it is now dormant and barred by limitations.

(2) M&M Air Service, Inc. v. Lester Ray Talley, dated February 4, 1965, in the amount of \$641.00, of record in Book 3, Page 96, Judgment Lien Records of Hudspeth County, Texas. There is no record of any execution on said judgment, and it is now dormant and barred by limitations.

(3) The State National Bank of El Paso, Independent Executor of the Estate of Claude L. Sparks and Dorothy B. Sparks in the amount of \$49,650.00 dated September 16, 1965, of record in Book 3, Page 136, Judgment Lien Records, Hudspeth County, Texas. There is no record of any execution on this judgment in Hudspeth County, Texas, and it is now dormant and barred by limitations.

(4) The judgment shown on the Chain Sheet-No. 1547-dated January 7, 1966, Southwest Fertilizer & Chemical Division of W. R. Grace Co. v. Lester Ray Talley in the amount of \$4,102.88 has not been filed in the Judgment Lien Records of Hudspeth County, Texas, and is not, therefore, a lien against any of his property.

Very truly yours,

Tom B. Newman Jr
TOM B. NEWMAN, JR.

counter 45852

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101

File No. H-917

Owners Title Policy Commitment

ISSUED BY

RECEIVED

Pioneer National Title Insurance Company

FEB 19 1976

433 South Spring Street Los Angeles, California 90013

General Land Office

TO: JACK GIBERSON
STEPHEN F. AUSTIN BUILDING
1700 N. CONGRESS AVE.
AUSTIN, TEXAS

Hudspeth County, Texas

Proposed Owners Policy to: State of Texas

December 30, 19 75

In connection with an order placed with us for an Owners Title Policy on the real estate described herein, we give you this preliminary report and Owners Title Policy Commitment on the title to:

Sections 21, 23 and 25, Block 4-RG; and Section 5, Block 7-RG of the TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in Hudspeth County, Texas, containing 2,560 acres of land, more or less.

We have approved the title to said real estate in: **Lester Ray Talley**

at 5:00 o'clock P.M., on the above date, subject to the following matters hereinafter set forth in Section I and Section II attached.

This Commitment shall be used only in connection with the issuance of the above mentioned Owners Title Insurance Policy and in no event shall this Commitment be effective after ninety (90) days from the date hereof. This Commitment shall not be valid or binding until countersigned below by a validating officer of the Company.

Dated: December 30, 1975

Pioneer National Title Insurance Company

by *John E. Blood, Jr.*
PRESIDENT

Attest: *John J. Engen*
SECRETARY

SOUTHWEST TITLE COMPANY
Countersigned: El Paso, Texas

By *[Signature]*
Validating Signatory

V1

RECEIVED

Commitment No.

H-917

FEB 19 1976

General Land Office

SECTION I

1. Any defect, lien, encumbrance or other matters adversely affecting the interest to be insured, which may arise between the hour and day specified on the front of this Commitment and the date on which the instrument vesting a good and indefeasible title in the applicant is filed for record (if the title to said real estate has not yet been transferred to the applicant).
2. When the title to said property becomes vested in the applicant to our satisfaction (if same is not herein shown to be already vested in him) and upon payment of the premium, we hereby commit ourselves to issue an Owners Title Policy for \$ 51,200.00 on said property to **State of Texas**, the applicant, on the standard form prescribed by the Board of Insurance Commissioners of Texas and then in use, subject to Section II.

SECTION II

1. Payment or proof of payment of all bills and claims for labor and/or materials furnished on the herein described premises.
2. Restrictive covenants affecting the property herein described.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.
4. Rights of parties in possession.
5. Taxes: **NOT YET DETERMINED.**

DEFECTS, LIENS OR ENCUMBRANCES AS SET FORTH BELOW.

- a. Right-of-Way Easement dated December 28, 1950, from George C. Fraser, Jr., etal to the State of Texas, of record in Book 51, Page 362, Deed Records, El Paso County, Texas, conveying portions of the above property as described therein for public road purposes.
- b. Any other rights of way or easements of record or apparent on the ground.
- c. Vendor's Lien retained in Special Warranty Deed dated September 12, 1973, effective October 1, 1973, filed under Clerk's file No. 67545 in the office of the County Clerk of Hudspeth County, Texas, from Maurice Meyer, Jr., George C. Fraser, III, and George A. Wilson, Trustees for the Texas and Pacific Land Trust, to Lester Ray Talley, securing the payment of a promissory note of even date therewith in the principal sum of \$112,000.00, signed by the Grantee, payable to the Grantors as therein provided; and being further secured by a Deed of Trust of even date therewith from the Maker of said note to Maurice D. Wells, Trustee, filed under Clerk's File No. 67552 in the office of the County Clerk of Hudspeth County, Texas. The Warranty Deed and Deed of Trust cover other properties in addition to that described in this opinion.
- d. No information is furnished regarding minerals.

counter 15859

v2

Please attach Item #211, January 20, 1976 meeting folder.

Q2

FEE \$ 5⁰⁰/₁₀₀

Sierra Blanca
~~TEXAS~~, TEXAS 9/12/77

Received for filing the following instruments:

No. 72382 Lester Ray Talley

to

Calvin Guest

WD Bernice M. Elder
Midspeth

TIME FILED 8⁰⁰ A M * #84573

COUNTY CLERK, ~~TEXAS~~ COUNTY, TEXAS

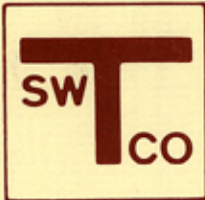
Do Not Fold Instrument.
Please put mailing address
on bottom of instrument.

BY: Sean L. Ellison
DEPUTY

counter 45855

SOUTHWEST TITLE COMPANY
424 Texas Avenue
El Paso, 79901

Q1



**Southwest
Title Company**

424 Texas Avenue El Paso 79901 (915) 544-3322

101

August 19, 1976

General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701

Attention: Jack Giberson

Re: Talley - State Trade,
Hudspeth County

Dear Jack:

Would you believe that I have finally closed this trade! This deal started on December 23, 1974, I hope this doesn't give me a slow reputation, but we did have our problems.

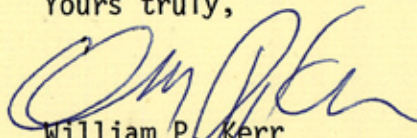
Enclosed is your Owners Title Policy and receipt for recording your deed.

It was nice meeting you and your associates and thanks for the book "The Story of Texas Public Lands" which John Foshee sent me.

If in the future, you need any title service in El Paso or Hudspeth County please give me a call. I did not charge you anything as you paid me a \$100.00 service charge in February 14, 1975. I think it is wise on your part to require a title insurance commitment prior to getting deeds signed, etc.

Thanks for the business.

Yours truly,


William P. Kerr
Executive Vice President

WPK/em
Enclosure

RECEIVED

AUG 21 1976

General Land Office

Q³

August 20, 1976

Ms. Stella C. Kelcy
Tax-Assessor-Collector
Hudspeth County
Sierra Blanca, Texas 79851

Attention: Mrs. Claudine R. Carson, Deputy

RE: Trading of sections between State of
Texas and Lester Ray Talley

Dear Mrs. Carson:

Your letter of August 16 to Mr. Giberson states the facts correctly.
Section 5 should be in Block 7.

We take note that Mr. Talley has not paid the 1975 state and county
taxes on the subject sections.

Cordially yours,

John C. Foshee, Legal Counsel

JCF/11

counter 45857

#84578 (1)

72382.

STATE OF TEXAS X
COUNTY OF HUDSPETH X

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Lester Ray Talley, of Hudspeth County, Texas, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to me in hand paid, receipt of which consideration is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto Calvin Guest, hereinafter called "Grantee", the following described land (which constitutes no part of my homestead), in Hudspeth County, Texas:

Situated in Hudspeth County, Texas about 20 miles South 1° West from Sierra Blanca and being 389 acres of land out of the Northwest part of Section 1 and the Southeast part of Section No. 2, Blk. 7, T. & P. Ry. Co., Hudspeth County, Texas, being described by metes and bounds as follows:

BEGINNING at the most Southerly Southwest corner of Section 2, Blk. 7, and the East or Southeast corner of Section 16, Blk. 4, T. & P. Ry. Co.

THENCE N.40°W. with the Northeast boundary line of Section No. 16 and the most Westerly Southwest boundary line of Section 2, 382.19 varas to a point for corner.

THENCE N.50°E., 1982 varas across Section 2, to a point for corner in the Northeast boundary line of Section 2, Blk. 7.

THENCE S.40°E. with the Northeast boundary line of said Section 2, 382.19 varas to the Southeast or East corner of Section 2, in the Northwest boundary line of Section 1.

THENCE N.50°E. with the Northwest boundary line of Section No. 1, 572 varas to the North or Northeast corner of Section 1.

THENCE S.40°E. with the Northeast boundary line of Section 1, 604.94 varas to a point for corner.

THENCE S.50°W. 2378 varas across Section 1, to a point for corner in the Southwest boundary line of Section 1 and the Northeast boundary line of Section 15, Blk. 4, T. & P. Ry. Co.

THENCE N.40°W. with said Section 15 boundary line 604.94 varas to the Northeast or North corner of Section 15, the Western corner of said Section 1.

THENCE S.50°W. with Northwest boundary line of Section 15, 176 varas to place of beginning, containing 254.82 acres out of Section 1 and 134.18 acres out of Section 2.

- save and except all oil, gas and other minerals.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging, forever, and I do hereby bind myself, my heirs, executors and

administrators, to warrant and forever defend, all and singular, the said premises unto Grantee against every person whomsoever, lawfully claiming, or to claim the same or any part thereof, subject to the rights of lessees under any leases of record of oil, gas and other minerals.

WITNESS MY HAND this the 31st day of August, 1977.

Lester Ray Talley
Lester Ray Talley

THE STATE OF TEXAS X
 X
COUNTY OF EL PASO X

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

Given under my hand and seal of office this the 8th day of September, 1977.



William P. Kerr
Notary Public within and for EL PASO County, Texas

**WILLIAM P. KERR; Notary Public
in and for El Paso County, Texas
My commission expires Nov. 30, 1978**

THE STATE OF TEXAS }
COUNTY OF HUDSPETH }

I, BERNICE M. ELDER, Clerk of the

County Court in and for said County, do hereby certify that the foregoing Deed dated the 31 day of Aug, 19 77, with its certificate of authentication, was filed for Record in my office, on the 12 day of Sept, 19 77, at 8 o'clock A M., and duly Recorded the 21 day of Sept, 19 77, at 4 o'clock P M., on Deed Record of said County, in Vol. 124 on Pages 371

Witness my hand and seal of the County Court of said County, at office in Silver Bluff Texas, the day and year last above written.

By Patricia Bramblitt, Deputy

Bernice M. Elder Clerk
County Court, Hudspeth County.

2) File No. I

Hudspeth County

Deed-Talley to Guest

Filed Sept 24 1977

BOB ARMSTRONG, Com'r

By James E. McCarty

under any leases of record of oil, gas and other minerals, or to claim the same or any part thereof, subject to the rights of lessors, promises unto Grantor against every person whomsoever, lawfully claiming, administrators, to warrant and forever defend, all and singular, the said

WITNESS MY HAND this the 21st day of August

1977

Lester Ray Talley
Lester Ray Talley

THE STATE OF TEXAS
COUNTY OF EL PASO

Given under my hand and seal of office this the 8th day of August, 1977. Before me, the undersigned authority, on this day personally appeared Lester Ray Talley, 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.

1977

[Signature]
Notary Public in and for El Paso County, Texas

WILLIAM P. EVERS, Notary Public
in and for El Paso County, Texas
My commission expires Nov. 30, 1978



THE STATE OF TEXAS
COUNTY OF HUDSPETH

County Court in and for said County, do hereby certify that the foregoing Deed was filed for record in my office on the 21st day of August, 1977 and daily recorded the 21st day of August, 1977. If not a said County, in Vol. 12 on pages 12-19. Witness my hand and seal of the County Court of said County, at office in El Paso, Texas, this day and year last above written.

[Signature]
County Court
I, Bernice M. Elder, Clerk of said County, do hereby certify that the foregoing Deed was filed for record in my office on the 21st day of August, 1977 and daily recorded the 21st day of August, 1977. If not a said County, in Vol. 12 on pages 12-19. Witness my hand and seal of the County Court of said County, at office in El Paso, Texas, this day and year last above written.

FILED FOR RECORD

Sept 12 - 19 77

8 - 00 P. M.

Bernice M. Elder
CLERK OF COUNTY COURT, TEXAS

By Stan D. Blum Deputy

72166

(2)

"B"

#8148

STATE OF TEXAS X
 X
COUNTY OF HUDSPETH X

KNOW ALL MEN BY THESE PRESENTS:

THAT King Ranch, Inc., a corporation, hereinafter called "Grantor", for the consideration hereinafter expressed, receipt of which consideration is hereby acknowledged, has granted and conveyed, and by these presents does grant and convey unto The Public Free School Fund of the State of Texas, hereinafter called "Grantee", the following described land in Hudspeth County, Texas:

Description of a 3900 acre tract of land being situated about 20 miles S. 8° W. from Sierra Blanca being all of Sections 13, 14, 15, 16, 17 and 18, Blk. 4, T. & P. Ry. Co., containing 640 acres each and the Southwest 60 acres of Section 19, Blk. 4, T. & P. Ry. Co., all in Hudspeth County, Texas, and said 60 acres being described by metes and bounds as follows:

BEGINNING at the Southwest or South corner of Section 19 and the Northwest or West corner of Section 18, both in Blk. 4, T. & P. Ry. Co., on the North bank of the Rio Grande River.

THENCE up the Rio Grande River with its meanders as follows: N. 17° W. 183 varas N. 48° W. 275 varas S. 80° W. 560 varas, N. 40° W. 230 varas to the Northwest or West corner of Section 19 and Southwest or South corner of Section 20, Blk. 4, T. & P. Ry. Co.;

THENCE N. 50° E. with the Northwest boundary line of said Section 19 and the Southeast boundary line of said Section 20, 668.16 varas to a point for corner.

THENCE S. 40° E. 950 varas across said Section 19, to a point for corner on the Southeast boundary line of said Section 19 and the Northwest boundary line of said Section 18;

THENCE S. 50° W. along the Southeast boundary line of said Section 19 and the Northwest boundary line of said Section 18, 218.16 varas to the place of beginning.

Provided, however, all oil, gas and other minerals in, on or under the above described land are excepted from this conveyance.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging forever, and Grantor does hereby bind itself and its successors or assigns, to warrant and forever defend, all and singular, the said premises unto Grantee against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

The consideration for this conveyance is the conveyance to Grantor by the Governor of the State of Texas and the Commissioner of the General Land Office of Texas, acting on behalf of the State of Texas under authority and by virtue of Article 5413c-13, Texas Civil Statutes, as amended, of the following described land in Reeves County, Texas:

counter 45861 R3

FILED FOR RECORD

<u>SURVEY & BLOCK</u>	<u>TSP.</u>	<u>SEC.</u>	<u>FILE NO.</u>	<u>ACREAGE</u>
T & P Ry. 51	9	30	127819	135.842 ✓
H & GN Ry. 13 (Except NE/4)		318	88142 ^{N.E/4}	480.000
" " " " "	E/2	166	145102	320.000 ✓
" " " " "	Pt.	170	145103	80.000
P.S.L. C-15	N/W Pt.	19	Parker's F.N.	80.000
" " " "		20	" " "	80.000

Executed this the 23 day of June, 1977.

KING RANCH, INC.

By J. H. Clement
Its President

THE STATE OF TEXAS

COUNTY OF Kleberg

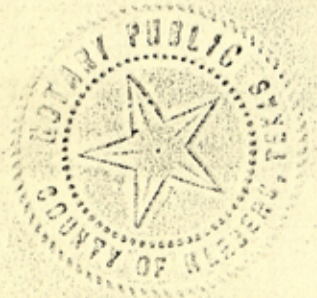
X
X
X

Before me, the undersigned authority, in and for said County, Texas, on this day personally appeared J. H. Clement,

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of

the said King Ranch, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 23 day of June, 1977.



Andy L. White
Notary Public within and for Kleberg County, Texas

Issued By:
Southwest Title Company
 424 Texas Avenue
 El Paso, Texas
 (915) 544 3322
 AGENT FOR  **PIONEER NATIONAL TITLE INSURANCE**

ATICOR COMPANY

Owner Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation, hereinafter called the Company, for value does hereby guarantee to the herein named Insured, the heirs, devisees, executors and administrators of the Insured, or if a corporation, its successors by dissolution, merger or consolidation, that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable in a greater amount than the actual monetary loss of the Insured, and in no event shall the Company be liable for more than the amount shown in Schedule A hereof, and shall, except as hereinafter stated, at its own cost defend the Insured in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, adverse to the title to the estate or interest in the land as hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted under this policy by the exceptions in Schedule B hereof or excluded by Paragraph 2, "Exclusions from Coverage of this Policy", of the Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in ample time for defense therein, give the Company written notice of the pendency of the action or proceeding, and authority to defend. The Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole estate or interest in the land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the Insured if such Insured shall not be a party to such action or proceeding, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor's policy and the Insured, the heirs, devisees, executors and administrators of the Insured, or if a corporation, its successors by dissolution, merger or consolidation, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he, they or it may sustain on account of any warranty of title contained in the transfer or conveyance executed by the Insured conveying the estate or interest in the land. The Company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

IN WITNESS HEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

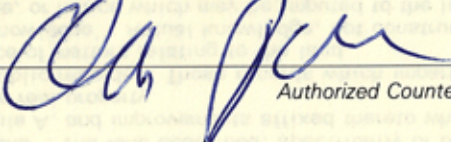
Pioneer National Title Insurance Company

by  **John E. Blood, Jr.**
President

Attest  **John J. Eagan**
Secretary



SOUTHWEST TITLE COMPANY
 Countersigned: at El Paso, Texas

By  _____
 Authorized Countersignature

Handspan to Rld SK 53

1. DEFINITIONS

The following terms when used in this policy mean:

- (a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.
(b) "public records": Those records which impart constructive notice of matters relating to the land.
(c) "knowledge": Actual knowledge, not constructive knowledge, or notice which may be imputed to the Insured by reason of any public records.
(d) "date": The effective date, including hour if specified.

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

- (a) The refusal of any person to purchase, lease or lend money on the land.
(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
(c) 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.
(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured at the date of this policy, or (2) known to the Insured at the date of this policy unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge; or the homestead or community property or survivorship rights, if any, of any spouse of any Insured.

3. DEFENSE OF ACTIONS

(a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company, the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or defending such action or proceeding.

(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have full control of said defense.

(c) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. PAYMENT OF LOSS

(a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.

(b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.

(c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.

(d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

5. POLICY ENTIRE CONTRACT

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at its Home Office, Claims Department, 433 South Spring Street, P.O. Box 54730, Los Angeles, California 90054.

6. THIS POLICY IS NOT TRANSFERABLE



counter 18564

3)

File No. J

Hudspeth County

Title Policy

Filed Sept. 28 1977

JOE ARMSTRONG, Com'r


By James E. McCarty



of Title Insurance

Hudspeth Co. PLSK #570

Issued By:
 Southwest Title Company
 424 Texas Avenue
 El Paso, Texas
 (915) 544 3322

AGENT FOR  PIONEER NATIONAL
 TITLE INSURANCE
 A TICO COMPANY

counter #5865

Schedule A

Owner Policy No. O-C 046417	Date of Policy: September 12, 1977
Amount: \$ 11,680.00 Premium: \$162.00	Agent's Reference No.: 84573

1. Name of Insured: THE PUBLIC FREE SCHOOL FUND OF THE STATE OF TEXAS
2. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc.—identify or describe)

Fee Simple

3. The land referred to in this policy is described as follows:

254.82 Acres out of Section 1 and 134.18 Acres out of Section 2, Block 7, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in Hudspeth County, Texas, both parcels being more fully described by Metes and Bounds as shown in the Deed to the Insured herein, under File No. 72383, Film Records of Hudspeth County, Texas.

Schedule B

Owner Policy No.:

O-C 046417

GF No. or File No.:

84573

This policy is subject to the Conditions and Stipulations hereof, the terms and conditions of the leases or easements insured, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

1. Restrictive covenants affecting the land described or referred to above.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments; or any overlapping of improvements.
3. Taxes for the year 19 77 and subsequent years.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):
None.
5. Reservation of minerals to Texas and Pacific Land Trust under file No. 67545, Film Records of Hudspeth County, Texas, dated 10/1/73. (Applies to Section 1)
6. Reservation of minerals to the State of Texas under file No. 70977, Film Records of Hudspeth County, Texas, dated 3/22/76. (Applies to Section 2)
7. All oil, gas and other minerals reserved to Lester Ray Talley, as shown in Deed filed 9/12/77, under file No. 72382, Film Records of Hudspeth County, Texas.
8. All oil, gas and other minerals reserved to Calvin Guest, as shown in Deed filed 9/12/77, under file No. 72383, Film Records of Hudspeth County, Texas.

This is to certify that at a regular meeting of the School Land Board held in Austin, Texas, on August 16, 1977, the following resolution was adopted:

"Whereas, Article 5421c-13, Texas Civil Statutes and amendments thereto authorize the School Land Board in conjunction with the General Land Office to trade, under certain conditions, fee and lesser interests in Public Free School Fund Lands for fee and lesser interests in lands not owned by the State, and

"Whereas, the School Land Board and the Commissioner of the General Land Office have reached the decision that it would be in the best public interest of the People of Texas that the following described trade be made for the purpose of aggregating sufficient acreage of contiguous land to create a manageable unit, and

"Whereas, appraisers of the General Land Office have appraised the hereinafter described lands and have determined that the two parcels are of equal value, with which determination the School Land Board concurs, now therefore, be it

"Resolved, that the following described land in Hudspeth County, Texas:

→ The South 369 acres out of Section 2, Block 67, Township 10, T & P Ry. Co. Survey,

- be traded with the reservation of all subsurface minerals and rights appertaining to such minerals to the State, for the following described land in Hudspeth County, Texas:

Situated in Hudspeth County, Texas about 20 miles South 1⁰ West from Sierra Blanca and being 389 acres of land out of the Northwest part of Section 1 and the Southeast part of Section No. 2, Blk. 7, T. & P. Ry. Co., Hudspeth County, Texas, being described by metes and bounds as follows:

BEGINNING at the most Southerly Southwest corner of Section 2, Blk. 7, and the East or Southeast corner of Section 16, Blk. 4, T. & P. Ry. Co.

THENCE N.40⁰W. with the Northeast boundary line of Section No. 16 and the most Westerly Southwest boundary line of Section 2, 382.19 varas to a point for corner.

THENCE N.50⁰E., 1982 varas across Section 2, to a point for corner in the Northeast boundary line of Section 2, Blk. 7.

Traded to Calvin Street

THENCE S.40°E. with the Northeast boundary line of said Section 2, 382.19 varas to the Southeast or East corner of Section 2, in the Northwest boundary line of Section 1.

THENCE N.50°E. with the Northwest boundary line of Section No. 1, 572 varas to the North or Northeast corner of Section 1.

THENCE S.40°E. with the Northeast boundary line of Section 1, 604.94 varas to a point for corner.

THENCE S.50°W. 2378 varas across Section 1, to a point for corner in the Southwest boundary line of Section 1 and the Northeast boundary line of Section 15, Blk. 4, T. & P. Ry. Co.

THENCE N.40°W. with said Section 15 boundary line 604.94 varas to the Northeast or North corner of Section 15, the Western corner of said Section 1.

THENCE S.50°W. with Northwest boundary line of Section 15, 176 varas to place of beginning, containing 254.82 acres out of Section 1 and 134.18 acres out of Section 2;

- by a deed to be executed by the Governor and the Commissioner of the General Land Office on the one hand, and by a general warranty deed executed by the owner of the land not owned by the State on the other."

H.E. White
H.E. White, Secretary, School Land Board

THE STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

Before me, the undersigned authority, on this day personally appeared H. E. White, Secretary, School Land Board, 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, and in the capacity therein stated.

Given under my hand and seal of office this the 26th day of August, 1977.



Linda M. Fisher
Notary Public within and for Travis County, Texas

#84573

(2)

72383

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

THAT I, Calvin Guest, hereinafter called "Grantor", for the consideration hereinafter expressed, receipt of which consideration is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto The Public Free School Fund of the State of Texas, hereinafter called "Grantee", the following described land, which constitutes no part of a homestead, in Hudspeth County, Texas:

Situated in Hudspeth County, Texas, about 20 miles South 1^o West from Sierra Blanca and being 389 acres of land out of the Northwest part of Section 1 and the Southeast part of Section No. 2, Blk. 7, T. & P. Ry. Co., Hudspeth County, Texas, being described by metes and bounds as follows:

BEGINNING at the most Southerly Southwest corner of Section 2, Blk. 7 and the East or Southeast corner of Section 16, Blk. 4, T. & P. Ry. Co.

THENCE N. 40^o W. with the Northeast boundary line of Section No. 16 and the most Westerly Southwest boundary line of Section 2, 382.19 varas to a point for corner.

THENCE N. 50^o E., 1982 varas across Section 2, to a point for corner in the Northeast boundary line of Section 2, Blk. 7.

THENCE S. 40^o E. with the Northeast boundary line of said Section, 382.19 varas to the Southeast or East corner of Section 2, in the Northwest boundary line of Section 1.

THENCE N. 50^o E. with the Northwest boundary line of Section No. 1, 572 varas to the North or Northeast corner of Section 1.

THENCE S. 40^o E. with the Northeast boundary line of Section 1, 604.94 varas to a point for corner.

THENCE S. 50^o W. 2378 varas across Section 1, to a point for corner in the Southwest boundary line of Section 1 and the Northeast boundary line of Section 15, Blk. 4, T. & P. Ry. Co.

THENCE N. 40^o W. with said Section 15 boundary line 604.94 varas to the Northeast or North corner of Section 15, the Western corner of said Section 1.

THENCE S. 50^o W. with Northwest boundary line of Section 15, 176 varas to place of beginning, containing 254.82 acres out of Section 1 and 134.18 acres out of Section 2.

= save and except all oil, gas and other minerals.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging forever, and Grantor does hereby bind himself, his heirs, executors, administrators, successors or assigns, to warrant and forever defend, all

counter 45871 S3

24) Land Trade

File No. I
Hudspeth County

Deed-Guest to Public Free School Fund

Filed 9-24- 1977

L.B. ARMSTRONG, Com'r

By James E. McCarty

DEED

CALVIN GUEST

TO

THE PUBLIC FREE SCHOOL FUND
OF THE STATE OF TEXAS

FILED FOR RECORD

Sept. 12th 1977

at 8-00 o'clock A M

Bernice M. Elders

by Jean L. Elson Deputy

counter 45872

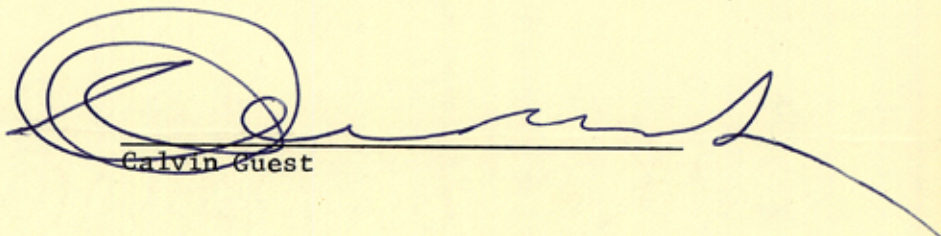
and singular, the said premises unto Grantee, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, subject to the rights of lessees under any leases of record of oil, gas and other minerals.

The consideration for this conveyance is the conveyance to me by the Governor of the State of Texas and the Commissioner of the General Land Office of Texas, acting on behalf of the State of Texas under authority and by virtue of Article 5413c-13, Texas Civil Statutes, as amended, of the following described land in Hudspeth County, Texas:

The South 369 acres out of Section 2, Block 67, Township 10, T & P Ry. Co. Survey.

Any lien arising out of the nature of the consideration for this deed, being an exchange of land, is hereby released.

Executed this the 31st day of August, 1977.


Calvin Guest

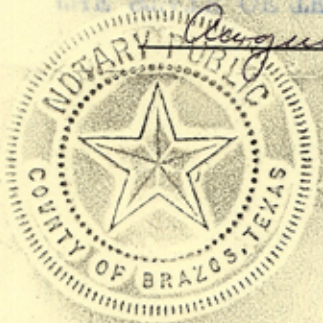
THE STATE OF TEXAS

COUNTY OF Brazos

X
X
X

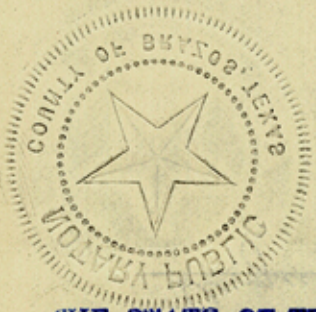
Before me, the undersigned authority, on this day personally appeared Calvin Guest, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 31st day of August, 1977.



Mary McLoey
Notary Public within and for
Brazos County, Texas

County, Texas
Hudspeth County



**THE STATE OF TEXAS, }
COUNTY OF HUDSPETH }**

I, **BERNICE M. ELDER**, Clerk of the

County Court in and for said County, do hereby certify that the foregoing Deed
dated the 31 day of Aug, 19 77, with its certificate of authentication, was filed
for Record in my office, the 12 day of Sept, 19 77, at 8 o'clock A M.,
and duly Recorded the 21 day of Sept, 19 77, at 4 o'clock P M.,
in Deed Record of said County, in Vol. 124 on Pages 373

Witness my hand and seal of the County Court of said County, at office in Sierra Blanca
Texas, the day and year last above written.

By Patricia Bramblett, Deputy

Bernice M. Elder Clerk
County Court, Hudspeth County.



Executed this 31 day of August, 1977.
This deed, being an exchange of land, is hereby returned
and then stating out of the name of the consideration for
I & B M. Co. 20242.
The said deed is one of section 2, block 2, Township 10,
and of the following described land in Hudspeth County, Texas:
and by virtue of Article 2130-13, Texas State Statutes, as
said office of Texas, acting on behalf of the State of Texas under
by the Governor of the State of Texas and the Commissioner of the General
The consideration for this conveyance is the conveyance to me
other interests.
less to the rights of Texas under any lease or record of oil, gas and
minerals, including oil, to state the same or any part thereof, and
any other, the said premises into and under single block section 20-

4

SIERRA BLANCA

FEE \$ 2.50

~~EL PASO~~, TEXAS 8-17-76

Received for filing the following instruments:

No. WD/ LESTER R. TALLEY to

70976

THE STATE OF TEXAS AND THE PUBLIC FREE SCHOOL FUND OF THE STATE

OF TEXAS

HUDSPETH

TIME FILED 8
Do Not Fold Instrument.
Please put mailing address
on bottom of Instrument.

2 M
RECEIVED 77828

COUNTY CLERK, ~~EL PASO~~ COUNTY, TEXAS

AUG 21 1976

BY J. Bramlett

DEPUTY

General Land Office

counter 45875 T1

SOUTHWEST TITLE COMPANY
424 Texas Avenue
El Paso, 79901



Issued By:
Southwest Title Company
 424 Texas Avenue
 El Paso, Texas
 915 544 3322
 A TICOR COMPANY

Owner Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation, hereinafter called the Company, for value does hereby guarantee to the herein named Insured, the heirs, devisees, executors and administrators of the Insured, or if a corporation, its successors by dissolution, merger or consolidation, that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable in a greater amount than the actual monetary loss of the Insured, and in no event shall the Company be liable for more than the amount shown in Schedule A hereof, and shall, except as hereinafter stated, at its own cost defend the Insured in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, adverse to the title to the estate or interest in the land as hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted under this policy by the exceptions in Schedule B hereof or excluded by Paragraph 2, "Exclusions from Coverage of this Policy", of the Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in ample time for defense therein, give the Company written notice of the pendency of the action or proceeding, and authority to defend. The Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole estate or interest in the land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the Insured if such Insured shall not be a party to such action or proceeding, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

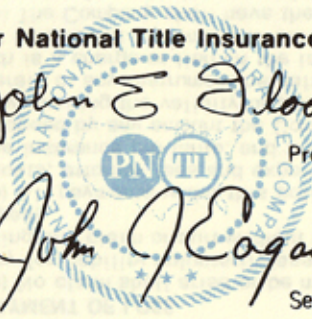
Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor's policy and the Insured, the heirs, devisees, executors and administrators of the Insured, or if a corporation, its successors by dissolution, merger or consolidation, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he, they or it may sustain on account of any warranty of title contained in the transfer or conveyance executed by the Insured conveying the estate or interest in the land. The Company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

IN WITNESS HEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

Pioneer National Title Insurance Company

by *John E. Flood, Jr.*
 President

Attest *John J. Eagan*
 Secretary



SOUTHWEST TITLE COMPANY
 Countersigned: at El Paso, Texas

By *[Signature]*
 Authorized Countersignature

RECEIVED
 AUG 21 1976
 General Land Office

counter 45876

T²

Conditions and Stipulations

1. DEFINITIONS

The following terms when used in this policy mean:

(a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.

(b) "public records": Those records which impart constructive notice of matters relating to the land.

(c) "knowledge": Actual knowledge, not constructive knowledge, or notice which may be imputed to the Insured by reason of any public records.

(d) "date": The effective date, including hour if specified.

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

(a) The refusal of any person to purchase, lease or lend money on the land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

(c) 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.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured at the date of this policy, or (2) known to the Insured at the date of this policy unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge; or the home-stead or community property or survivorship rights, if any, of any spouse of any Insured.

3. DEFENSE OF ACTIONS

(a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company, the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or defending such action or proceeding.

(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have full control of said defense.

(c) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. PAYMENT OF LOSS

(a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.

(b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.

(c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.

(d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

5. POLICY ENTIRE CONTRACT

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at its Home Office, Claims Department, 433 South Spring Street, P.O. Box 54730, Los Angeles, California 90054.

6. THIS POLICY IS NOT TRANSFERABLE

counter 45877



OWNER POLICY OF THIS INSURANCE

①

File No. I
Hudspeth County

Title Policy
Filed Aug 21 1977

BOB ARMSTRONG, Com'r

By James E. McLaugh



of Title Insurance

Hudspeth Co. Rd 5K 53



counter 45878

Schedule A

Owner Policy No. O-C 015168	Date of Policy: August 17, 1976
Amount of Insurance: \$ 51,200.00 Premium: \$309.00	Agent's Reference No.: 77828

1. Name of Insured: **THE STATE OF TEXAS and THE PUBLIC FREE SCHOOL FUND OF THE STATE OF TEXAS**

2. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc.—identify or describe)

Fee Simple

3. The land referred to in this policy is described as follows:

Sections 21, 23 and 25, Block 4, T & P RY. CO. SURVEY and Section 5, Block 7, T & P RY. CO. SURVEY, consisting of 2,560 acres, more or less, in Hudspeth County, Texas.

T3

counter 45879

Schedule B

Owner Policy No.:

O-C 015168

GF No. or File No.:

77828

This policy is subject to the Conditions and Stipulations hereof, the terms and conditions of the leases or easements insured, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

1. Restrictive covenants affecting the land described or referred to above.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 19 76 and subsequent years.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):
None.
5. Right-of-Way Easement dated December 28, 1950, from Geroge C. Fraser, Jr., et al to the State of Texas, of record in Book 51, Page 362, Deed Records, Hudspeth County, Texas, conveying portions of the above property as described therein for public road purposes.
6. Reservation of minerals retained in Warranty Deed dated 10/1/73, from Maurice Meyer, Jr., George C. Fraser, III and George A. Wilson, Trustees of Texas Pacific Land Trust to Lester Ray Talley, under file No. 67545, Deed Records, Hudspeth County, Texas.

T4

counter 45880

FEE \$ 5⁰⁰

Sierra Blanca
XXXXXX
EL PASO, TEXAS

9/12/77

Received for filing the following instruments:

No. 72383 Calvin Guest

to

The Public Free School Fund of the State of Texas WD

TIME FILED 8⁰⁰ M

Hudspeth

COUNTY CLERK, ~~XXXXXX~~ COUNTY, TEXAS

Do Not Fold Instrument.
Please put mailing address
on bottom of instrument.

#84573

BY: Bessie M. Alder
Jean L. Allison
DEPUTY

counter 45881

SOUTHWEST TITLE COMPANY
424 Texas Avenue
El Paso, 79901

P'

171



PO. BOX 235
MIDLAND, TEXAS 79702
(915) 682-7925

July 9, 1979

Mr. Virgil Morelle
General Land Office
1700 North Congress
Austin, Texas 78701

Re: Calvin Guest Lands
Hudspeth County, Texas

Dear Mr. Morelle:

In connection with leases granted to Calvin Guest et ux to Border Exploration, please find a copy of Deed from the State to Mr. Guest which is recorded in Volume 124 at Page 401. It would appear that our lease from Mr. Guest is appropriate. If you need anything further, please contact us.

Very truly yours,

BORDER EXPLORATION COMPANY

Ted J. Boston
District Land Manager

TJB:so'g
cc: Bob Leisk
Border Exploration, Midland

counter 45882

p2

72394

THE STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HUDSPETH |

THAT WE, Dolph Briscoe, Governor of the State of Texas, and Bob Armstrong, Commissioner of the General Land Office of Texas, acting under the authority and by virtue of Article 5421c-13, Texas Civil Statutes, and amendments thereto, for the consideration hereinafter expressed, receipt of which consideration is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey unto Calvin Guest, hereinafter called Grantee, the following described Public Free School Lands in Hudspeth County, Texas:

The South 369 acres out of Section 2, Block 67, Township 10, T & P Ry. Co. Survey,

- together with all and singular the rights and appurtenances thereunto belonging, unto Grantee and Grantee's heirs, executors, administrators, successors and assigns, forever; provided, however, that all subsurface minerals are reserved to the State of Texas, under what is commonly called the "Relinquishment Act" Article 5367, et seq., Tex. Civ. Statutes.

The consideration for this conveyance is the conveyance by Grantee to the State of Texas of the following described land in Hudspeth County, Texas:

Situated in Hudspeth County, Texas, about 20 miles South 1st West from Sierra Blanca and being 389 acres of land out of the Northwest part of Section 1 and the Southeast part of Section No. 2, Blk. 7, T. & P. Ry. Co., Hudspeth County, Texas, being described by metes and bounds as follows:

BEGINNING at the most Southerly Southwest corner of Section 2, Blk. 7 and the East or Southeast corner of Section 16, Blk. 4, T. & P. Ry. Co.

THENCE N. 40° W. with the Northeast boundary line of Section No. 16 and the most Westerly Southwest boundary line of Section 2, 382.19 varas to a point for corner.

THENCE N. 50° E., 1982 varas across Section 2, to a point for corner in the Northeast boundary line of Section 2, Blk. 7.

THENCE S. 40° E. with the Northeast boundary line of said Section, 382.19 varas to the Southeast or East corner of Section 2, in the Northwest boundary line of Section 1.

THENCE N. 50° E. with the Northwest boundary line of Section No. 1, 572 varas to the North or Northeast corner of Section 1.

THENCE S. 40° E. with the Northeast boundary line of Section 1, 604.04 varas to a point for corner.

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THENCE S. 50° W. 2378 varas across Section 1, to a point for corner in the Southwest boundary line of Section 1 and the Northeast boundary line of Section 15, Blk. 4, T. & P. Ry. Co.

THENCE N. 40° W. with said Section 15 boundary line 604.94 varas to the Northeast or North corner of Section 15, the Western corner of said Section 1.

THENCE S. 50° W. with Northwest boundary line of Section 15, 176 varas to place of beginning, containing 254.82 acres out of Section 1 and 134.18 acres out of Section 2,

- by general warranty deed.

Any lien arising out of the nature of the consideration for this deed, being an exchange of land, is hereby released.

WITNESS OUR HANDS at Austin, Texas, this 21st day of

August, 1977.

Dolph Briscoe
Dolph Briscoe

Bob Armstrong
Bob Armstrong

THE STATE OF TEXAS |
COUNTY OF TRAVIS |

Before me, the undersigned authority, on this day personally appeared Dolph Briscoe, Governor of the State of Texas, 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, and in the capacity therein stated.

Given under my hand and seal of office this the 21st day of

August, 1977.

Gloria Turner
Notary Public within and for Travis County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

Before me, the undersigned authority, on this day personally appeared Bob Armstrong, Commissioner of the General Land Office of Texas, 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, and in the capacity therein stated.

Given under my hand and seal of office this the 21st day of August, 1977.

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

Filed for Record: Sept 19, 1977
at
Recorded: Sept 27 1977 at 4 ^{am} pm
BERNICE M. ELDER, County Clerk
Hudspeth County, Texas
By [Signature]
Deputy

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File No. 1

Hudspeth County

Letter Rec. from Border Exploration Co.

File # 7-R- 1979

BOB ARMSTRONG, Com'r

By Rosendo M. Molina

THE STATE OF TEXAS
 COUNTY OF JUVILE
 before me, the undersigned authority on this day personally
 appeared Bob Armstrong, Comptroller of the General Land Office of Texas
 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, and in the presence of the
 stated

Given under my hand and seal of office this 11 day of
July, 1979

County Clerk
Reginald Willie Alphin and Jay Lewis
 County Clerk

BY Bob Armstrong
 Comptroller
 District of Central County Clerk
 Secured: 23 1979 at H on the
 24
 1104 St. George Hwy. 1979

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Hudspeth Co Rld Sk 53