

Company's then current Standards and Specifications for the location and installation of the meter for the electric service to each dwelling unit.

G. Construction Schedule: - It is understood and agreed that Company does not obligate itself to start construction of its facilities under this contract prior to sixty (60) days from the date of this contract. However, Company will endeavor to start construction at an earlier date and expedite completion of the work provided for in this contract. Construction will not be started until Developer has granted the easements provided for herein and met all conditions specified in Article II-C hereof.

002-81-1481

III.

EASEMENTS

A. Grant of Easements: - Developer by the execution of this agreement hereby grants to Company all necessary easements for the installation, maintenance and operation of Company's electric distribution system as follows:

1. Easements along, over, under and across the thoroughfare and streets for Company's underground facilities.
2. Easements along, over, under and across those areas specified as utility easements for Company's underground facilities and necessary appurtenances, including, without limitation, pad mounted transformers and junction boxes, and in areas where service is to be overhead the utility easements may be utilized for overhead facilities.

B. Location of Easements: - The Company shall have the right to use existing utility easements and such additional easements as may be required for its underground distribution system will be located at such points as the underground system reasonably requires.

C. Additional Easements: - Developer further agrees to grant to the Company such additional easements within the aforesaid condominium project as shall be necessary for the installation, maintenance and operation of Company's facilities; however, this paragraph is intended to create an obligation binding only on the Developer and the same is not to be construed as creating a covenant running with the land or as binding on subsequent purchasers of the The Breakers Condominiums.

D. Easement Instruments: - Developer agrees to execute the customary additional instruments confirming the easements and rights of way heretofore granted or agreed to be granted, pursuant to this contract.

002-91-1482

IV.  
PAYMENT BY DEVELOPER

Payment by Developer: - The underground distribution system covered by this contract is being installed by Company at no cost to Developer (except for certain conduits, where applicable and except as hereinafter provided) upon Developer's representation that such condominium project covered hereby is being built for residential dwelling units constructed upon the premises and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), and so wired as to provide for separate metering to each dwelling unit.

This instrument constitutes the entire contract of the parties with respect to the matters herein contained and when duly executed shall be binding upon and inure to the benefit of both parties and their respective successors, legal representatives and assigns, but the agreement shall not be assignable by Developer without the written consent of Company.

EXECUTED in triplicate at Houston, Texas, as of the 17th day of November, 1983.

HOUSTON LIGHTING & POWER COMPANY  
By A. D. Maddox  
Vice President  
A. D. Maddox  
(Name printed or typed)

ATTEST:  
Frank C. Gemar  
ASST. Secretary  
FRANK C. GEMAR  
(Name printed or typed)  
COMPANY

TRISTAR DEVELOPERS, INC. AND  
NICK SIMON  
By Nick Simon - Individual  
President  
NICK SIMON - PRES.  
(Name printed or typed) And Individual (✓)

ATTEST:  
D. S. Perkins  
Secretary  
D. S. PERKINS  
(Name printed or typed)

DEVELOPER  
5716 WESTHEIMER, 535  
Residing Address  
HOUSTON, TX. 77057  
City State Zip



RETURN TO:  
V. V. Clement  
HOUSTON LIGHTING & POWER COMPANY  
P. O. BOX 1700  
HOUSTON, TEXAS, 77001

82-1-3-510

STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Jack Simon, President of Coastal and Individual known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the said Coastal a Corporation and Individual and that he executed the same as the act and deed of such Coastal and Individual for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17<sup>th</sup> day of February, 1983.



Mary M. Keote-Mellenstien  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS.  
MY COMMISSION EXPIRES: 3/24/85

Mary M. Keote-Mellenstien  
(Notary's name, printed, typed, or stamped)

02-91-1483

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared A D MADDY, Vice President of Houston Lighting & Power Company, 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 Houston Lighting & Power Company a corporation, and that he executed the same as the act and deed 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 16 day of January, 1984.



Marie E. McArdle  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS.  
MY COMMISSION EXPIRES:  
7/2/86

Marie E. McArdle  
(Notary's name, printed, typed, or stamped)

RETURN TO: **PAID**  
V. W. Clement  
HOUSTON LIGHTING & POWER COMPANY  
P. O. BOX 1700  
HOUSTON, TEXAS, 77001

002-81-1484

005-81-1483

FILED FOR RECORD  
FEB 6 3 00 PM '84

STATE OF TEXAS COUNTY OF TARRANT  
I hereby certify that this instrument was filed in the  
City and then placed herein by me and was duly recorded  
in the Official Public Records of said County of Tarrant,  
County, Texas, on

FEB 6 1984



*Monroe Blanton*  
County Clerk, Tarrant County, Texas

NOT RECORDED  
BY CLERK OF  
TARRANT COUNTY, TEXAS  
FEB 10 1984

012-51-0020

GAC 9817153 7 PGS  
FORM AGREEMENT REVISED 09/11/95

**BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT**

THIS BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT (this "Access Agreement") dated as of June 7, 1997 is made and entered into by and between ICI Cablevision of Texas, Inc. a Texas corporation ("Operator"), and The Breakers Home Owners Association dba The Breakers of Galveston Condominiums, a Texas not for profit corporation ("Owner") effective as of the date of Operator's execution of this Access Agreement set forth below.

**RECITALS**

- A. Owner owns The Breakers of Galveston Condominiums located at 7700 Seawall Boulevard, Galveston, Texas 77551 (the "Premises"), consisting of 155 units, plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A.
- B. Operator owns and operates a cable television system in Galveston County, Texas (the "System").
- C. Owner and Operator desire to provide for Operator's access to the Premises in order to install the equipment necessary to provide multi-channel Video programming and any other services that it may lawfully provide (the "Services") to the Premises, on the terms and conditions provided herein.

**AGREEMENTS**

In consideration of the mutual promises and conditions herein set forth, Owner and Operator agree as follows:

- 1. **Ownership of the Premises.** Owner represents and warrants that it is the record holder of fee title to the Premises.
- 2. **Easements/Access.** Owner hereby grants, bargains and conveys to Operator an irrevocable easement in gross across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services. Owner agrees that the Operator may from time to time enter into various agreements or arrangements with its approved licensees, agents or authorized vendors (collectively, the "Agents") and access to, and entry upon, the Premises granted by Owner pursuant to this Section shall extend to such Agents. Owner shall cause its designated representatives to accompany employees or contractors of Operator into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner shall provide Operator's employees and contractors access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Access Agreement, Owner hereby grants, bargains and conveys to Operator the right to enter the Premises in order to remove the Equipment from the Premises if Operator so desires.
- 3. **Equipment.** Operator may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services (the "Equipment"). The Equipment shall at all times be owned by, and remain the property of, Operator, whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises shall have or obtain any right, title or interest therein. The Equipment does not constitute a fixture of the Premises. Owner shall in no way attach to or use in any manner the Equipment or any portion thereof. Owner shall have no obligation to service or maintain the Equipment.
- 4. **Type of Account; Provision of Services.**
  - (a) Operator shall provide the Services to the Property as follows:  
(Check one)
    - Individual Rate Account: Operator, or the Agents, shall market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services shall be made directly between Operator and such residents.
    - Bulk Rate Account: Operator shall market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Agreement to be signed by Operator and Owner. Operator, or the Agents, shall market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such Services shall be made directly between Operator or the Agents, and such residents.

BROADBANDAGT



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(b) The Services shall initially be provided as set forth above. During the term of this Access Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and visa versa) without in any way affecting the validity of this Agreement.

5. Damage to the Premises or Equipment; Indemnification; Survival.

(a) Operator shall repair any damage to the Premises caused by Operator, its employees, or the Agents. Operator shall hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Operator's or the Agents' installation, maintenance, service, removal or operation of the Equipment or any other equipment of Agent, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

(b) Owner shall repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Owner shall hold harmless and indemnify Operator from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (i) any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises, or (ii) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multi-channel video programming or other services similar in nature to the Services provided to the Premises as of or prior to the date of this Access Agreement, or its successor or assign.

(c) The rights and obligations set forth in this Section 5 and the last sentence of Section 2 shall survive termination of this Access Agreement.

6. Insurance. Operator shall obtain and maintain in full force and effect throughout the Initial Term and any Renewal Term, with reputable insurers qualified to do business in the state or states in which the Premises are located, general liability insurance in amounts of not less than \$500,000 for injury to any one person, \$500,000 aggregate for any single occurrence, and \$500,000 for property damage.

7. Other Systems. In consideration of Operator's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Access Agreement or (b) the fifteenth anniversary of the effective date of this Access Agreement, Owner shall not, without the prior written consent of Operator, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

8. Force Majeure. Operator shall not be deemed to be in breach of this Access Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning, other similar catastrophes or other causes beyond Operator's control.

9. Term; Termination. This Access Agreement shall be effective on the date hereof and continue for a period of fifteen (15) years (the "Initial Term"), and thereafter shall automatically continue for two (2) additional terms, each additional term consisting of the same number of years as the Initial Term (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least six months prior to the end of the Initial Term or then-effective Renewal Term, as appropriate. All notices which are given pursuant to this Section shall be sufficient in all respects if given in writing and delivered personally, by telecopy, by overnight courier, or by registered or certified mail, postage prepaid, to the receiving party at the respective address set forth below their signatures on the signature page to this Access Agreement or to such other address as such party may have given notice to the other pursuant hereto. Notice shall be deemed given on the date of delivery, in the case of personal delivery, on the date specified in the telecopy confirmation, in the case of telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

10. Successors to Both Parties; Related Parties to Operator. The benefits and obligations of this Access Agreement shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of Operator and Owner. If Owner shall sell, transfer or encumber the Premises, such sale or encumbrance shall be subject to this Access Agreement, which touches and concerns and runs with the land. The rights and obligations of Operator under this Access Agreement may be enjoined, enforced or performed, as the case may be, by Operator and any other entity controlling, controlled by or under common control with Operator.

11. Legal Actions. If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access

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Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Access Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

12. Confidentiality. Owner and/or the person signing on behalf of the Owner hereby warrant, represent and covenant that he or she shall not, directly or indirectly, disclose to any third party the material terms of this Access Agreement including, but not limited to, the financial terms agreed to between Owner and Operator.

13. Authorizations. The person signing on behalf of the Owner represents that he/she is the owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Access Agreement. This Access Agreement shall not be binding upon Operator until signed by an authorized representative of Operator.

14. Miscellaneous Provisions. This Access Agreement supercedes any and all other access agreements, either oral or written, between the parties hereto. This Access Agreement contains the entire agreement between Owner and Operator and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Access Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Access Agreement shall be prohibited by, or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Access Agreement.

15. Time is of the essence of this Access Agreement.

BROADBANDACT



012-51-0023

FORM AGREEMENT REVISED 09/11/95

The parties have executed this Access Agreement by their duly-authorized representatives.

OPERATOR:

TCI Cablevision of Texas, Inc.  
 By: *Dan Hebert*  
 Name: Dan Hebert  
 (Print or type)  
 Title: Vice President  
 Address: 4201 FM 1260 W. Suite 300  
Houston, TX 77068-3414  
 Attn: Vice President  
 Telecopy: (713) 886-8154

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STATE OF Texas )  
 COUNTY OF Harris ) ss.  
 This instrument was acknowledged before me on 6-23, 1997 by  
Dan Hebert as Vice President  
 of TCI Cablevision of Texas Inc.  
 Given under my hand and seal of office.  
 My commission expires: January 3, 2000  
 Notary Public



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012-51-0024

FORM AGREEMENT REVISED 09/11/95

OWNER:

The Breakers Home Owners Association

By:

*Robert Mason*

Name:

ROBERT MASON

(Print or type)

Title:

PRESIDENT-HOA

Address:

7700 Seawall Boulevard

Galveston, Texas 77551

Att.:

Teletype:

STATE OF TEXAS )  
COUNTY OF GALVESTON ) ss.  
This instrument was acknowledged before me on JUNE 7, 1997, by  
ROBERT MASON as PRESIDENT  
of THE BREAKERS HOME OWNERS ASSOCIATION.

Given under my hand and seal of office.  
My commission expires: 8/2/2000  
Stephen A. Weisberg  
Notary Public  
Title (and Rank): NOTARY



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012-51-0025

FORM AGREEMENT REVISED 09/11/95

**EXHIBIT A**

To  
Broadband Easement and Right of Entry Agreement  
dated

June 7, 1997

between

TCI Cablevision of Texas, Inc.

and

The Brokers Home Owners Association

**Legal Description**

The Brokers of Galveston Condominiums  
7709 Seawall Boulevard  
Galveston, Galveston County, Texas 77551  
(133 units)

**SEE ATTACHED**

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003-77-0407

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

THE BREAKERS OF GALVESTON CONDOMINIUMS

7700 Seawall Boulevard  
Galveston, Texas 77531

DESCRIPTION OF A TRACT OF LAND OUT OF LOT 152, SECTION ONE,  
TRIMBLE AND LINDSEY SURVEY OF GALVESTON ISLAND, CITY AND  
COUNTY OF GALVESTON, TEXAS

BEGINNING at an iron rod at the Northeast corner of Lot 152,  
said point lying in the South right of way line of Stewart  
Road, 100 feet right of way and the West right of way line of  
77th Street, 50 feet right of way;

THENCE from said beginning point S25°E, along the East line  
of Lot 152 and along the West right of way line of 77th Street,  
a distance of 330.60 feet to an iron rod for corner, said  
point lying in the Northerly right of way line of Seawall Blvd,  
150 feet right of way;

THENCE S55°55'W, along the Northerly right of way line of  
Seawall Blvd., 150 feet right of way a distance of 334.19 feet  
to an iron rod for corner in the West line of Lot 152;

THENCE N12°W, along the West line of Lot 152, a distance of  
383.36 feet to an iron rod for corner being the Northwest corner  
of Lot 152;

THENCE N49°E, along the North line of Lot 152, a distance of 229  
feet to the place of beginning and containing 117,803.60 square  
feet, more or less.

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ANY INFORMATION RETRI  
SYSTEM, WITHOUT  
THE WRITTEN PERMISSIO  
OF TITLE DATA, INC.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

*Patricia Ritchie*

4-20-98 11:24 AM 9817153  
POLAR \$21.00  
Patricia Ritchie, County Clerk  
GALVESTON COUNTY, TEXAS

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Return Documents to:  
TCI of Texas, Inc.  
3333 Walters  
Pasadena, Texas 77504  
ATTN: Stephen A. Weisberg

A1  
March 21, 1985

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NAME OF PARTIES TO INSTRUMENT 219623  
Edward K. Jakovich, et al  
To  
County of Galveston, Texas

CHARACTER OF INSTRUMENT  
Deed  
DATED February 20, 1959  
FILED March 5, 1959  
RECORDED BOOK 1301 PAGES 200-02  
Office County Clerk, Galveston  
County, Texas

*County of Galveston*

*Andrew J. Jakovich, Decedent*

That we, EDWARD K. JAKOVICH and ANDREW J. JAKOVICH, Individually and as Independent Executors of the Estate of K. D. Jakovich, Deceased, and ELIZABETH JERSIG JAKOVICH, a widow,

G.I.  
[Sa. 1]  
[152]

of the county of Galveston State of Texas for and in consideration of the sum of NINE THOUSAND TWO HUNDRED EIGHT AND NO/100 (\$9,208.00) ----- Dollars.

to us in hand paid by the County of Galveston, State of Texas, receipt of which is hereby acknowledged

have Granted Sold and Conveyed, and by these presents do Grant Sell and Convey unto the said County of Galveston, State of Texas, a parcel of land more particularly described following:

of the County of Galveston State of Texas All that portion of Lot No. 151, Section 1, Trimble and Lindsey Survey on Galveston Island, Texas, included within a strip of land 300 ft. in width and 394.22 ft. in length, extending entirely across said Lot No. 151, the southerly line of said strip being 46.5 ft. perpendicularly distant southerly from the centerline of the top of the proposed sea wall extension westerly and the northerly line of said strip being 253.5 ft. perpendicularly distant northerly from said centerline, which centerline enters the easterly line of said Lot No. 152 at a point 435.01 ft. southerly along said easterly line from the northeast corner of said Lot No. 152 and continues westerly through a point on the westerly line of said Lot No. 152, which is 483.04 ft. southerly along said line from the northwest corner of said Lot No. 151. Contains 1.302 acres.



As a part of the consideration for this deed it is further provided:

At such time as there shall be such raising of grade or construction of Sea Wall and Boulevard protection as to satisfy the Commissioners Court of Galveston County that any portion of the aforesaid described tract or tracts lying southerly of a line parallel to the centerline of the top of the proposed Sea Wall and 203.5 feet perpendicularly distant northerly thereto is no longer necessary or desirable for the protection of said Sea Wall and Boulevard, said Commissioners Court shall so declare by Order entered of record in the Minutes of said Court, and title to such portion shall revert to the Grantor as the owner of the adjacent land or to those holding said adjacent land under him. Further, Galveston County shall never sell, lease, or otherwise dispose of the aforescribed tract or tracts of land to any other than the Federal, or State Government, or a Municipality, or said Grantor or those holding the land under him North of and adjacent to and North of the aforesaid line lying northerly of a line parallel to the centerline of the top of the proposed Sea Wall and 203.5 feet perpendicularly distant northerly thereto.

Grantors reserve unto themselves, their heirs and assigns, all minerals of every kind and character in, under or which may be produced from the above described property, provided, however, that no well or mine shall ever be drilled or made on or in the above described property without the approval of Grantee by Resolution of its Commissioners Court or other governing body, nor shall any of such minerals, if any, ever be taken, gathered in or captured if such taking, gathering or capturing shall endanger or interfere with the use and maintenance of such Sea Wall and its incident protective construction.

403

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

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

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

Witness our hand at Galveston, Texas, this 10 day of February, 1955.

Witnesses at Request of Grantor

*Edward J. ...*  
K. D. Jakovich, Esq.

*...*

The State of Texas

County of GALVESTON

Before me, the undersigned authority, a

Notary Public

Galveston

County, Texas, on this day personally appeared EDWARD K. JAKOVICH and ANDREW J. JAKOVICH, individually and as independent Executors of Est. of K. D. Jakovich, Deceased, and ELIZABETH JERSIG JAKOVICH, a widow,

to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and contents therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this 5th day of February, 1919.

NOTARY PUBLIC in and for Galveston County, Texas.

The State of Texas

County of

Before me,

in and for

County, Texas, on this day personally appeared

of

known to me

to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privately and apart from her husband, and having the same fully explained to her, she the said

acknowledged such instrument to be her own act and deed, and declared that she had voluntarily signed the same for the purposes and contents therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this day of 1919.

The State of Texas

County of

Clerk of the Court of said county, do hereby certify that the foregoing instrument of authority dated on the day of 1919, with its

Certificate of Authentication, was filed for record in my office this day of 1919, at which time I, and duly recorded this

day of 1919, at which time I, in the Court Records of said county, entered the same on pages

Witness my hand and seal of office this day of 1919, at which time I, in the Court Records of said county, entered the same on pages

Notary Public in and for Galveston County, Texas.



131532  
14477  
NAME OF PARTIES TO INSTRUMENT  
Frances Maceo, wid. indiv. &  
Frances Maceo and Sam Serio  
as co-Independent exs. and co-  
trustees under the will of Rosario  
Maceo, def.

to  
K. D. Jakovich

CHARACTER OF INSTRUMENT  
Min deed

Dated 4/20/55

Filed 4/25/55

Recorded Book 1095 Page 63-5

Office County Clerk, Galveston County.

THE STATE OF TEXAS  
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the execution and delivery by grantee herein, K. D. JAKOVICH, to the undersigned grantors, FRANCES MACEO, a widow, individually and FRANCES MACEO and SAM SERIO as Co-Independent Executors and Co-Trustees under the will of ROSARIO MACEO, Deceased, of a deed of conveyance, covering:

All of the oil, gas and other minerals and mineral rights in and to and that may be produced from the North one-half (1/2) of Lot 169 and an interest equivalent to an undivided seven (7) Acres, in and to the oil, gas and other minerals and mineral rights in and to and that may be produced from Lot 152, Section One of the Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, we, FRANCES MACEO, a widow, individually, and FRANCES MACEO and SAM SERIO, as Co-Independent Executors and Co-Trustees under the will and of the Estate of ROSARIO MACEO, Deceased, have SOLD GRANTED AND CONVEYED, and to these presents do WANT, SELL AND CONVEY unto K. D. JAKOVICH, of Galveston County, Texas, the following described property, to-wit:

All of the oil, gas and other minerals, in, on and under and that may be produced from the following described properties, to-wit:

Lots 149, 142, 154, 141, 138 and the North Two and One-Fourth (2-1/4th) acres of Lot 139 as described in deed of record in Vol. 553, page 522, Galveston County Records, all in Section One of the Trimble and Lindsey Survey of Galveston Island, in the City and County of Galveston, Texas, and being all of the oil, gas and mineral rights in said respective lots acquired by Rose Maceo in deeds from K. D. Jakovich, et al, recorded in Vol. 575, page 192 and in Vol. 697, page 121, respectively, in the office of the County Clerk of Galveston County, Texas.

*Handwritten notes:*  
G.I. (Sec. 1)  
141 ) X  
142 ) X  
144 ) X  
154 ) X  
138 ) X  
139 ) X

1169

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, his heirs and assigns forever. And we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to WARRANT AND FOREVER DEFEND the title to said property unto the said grantee above named, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except that there shall be no personal liability on the part of SAM SERIO, individually, and there shall be no warranty, expressed or implied, on the part of grantors as to the title to the minerals and mineral rights in and to the South One (1) Acre of the North One-half (1/2) of Lot 138 hereinabove described.

EXECUTED this, the 20<sup>th</sup> day of April, 1955.

1170

Frances Maceo  
Frances Maceo, individually and as Independent Executrix and Trustee under the will and of the Estate of Rosario Maceo, Deceased.

Sam Serio  
Sam Serio, Independent Executor and Trustee under the will and of the Estate of Rosario Maceo, deceased.

THE STATE OF TEXAS  
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared FRANCES MACEO, a widow, individually and as Independent Executrix and Trustee under the will and of the Estate of Rosario Maceo, deceased, 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, and in the capacities therein stated.

Given under my hand and seal of office, this, the 20<sup>th</sup> day of April, 1955.

[Signature]  
Notary Public in and for Galveston County, Texas.

H. B. Cox  
Notary Public in and for Galveston County, Texas.





745933

ENAMES OF PARTIES TO INSTRUMENT

CHARACTER OF INSTRUMENT

Edward K. Jakovich, Andrew J. Jakovich and Elizabeth Jersig Jakovich a widow

SWD SWD

GI-1

to Nathaniel Irving Shapiro

Dated 7/9/64

(152)

Filed 7/23/64

Recorded Book 164 Page 479

Office County Clerk, Galveston County.

Cons \$1x \$30,000.00 paid

and to be paid by grantee herein as fol; the sum of \$3,000.00 in cash to grantors receipt of which is acd. and the bal of \$27,000.00 evid by prom note payable to order of Grantors herein with int fm 7/22/64 at rt of 6% p.a. princ and int payable in mly instals of \$227.85 or more ea. bgn 9/15/64 and on sm day of ea cal mo th/aft til fully paid and sd instals to apply first to int. accrd and bal to princ and prov for attys fees 10% Secured by VL retnd heren and by DT to Owen D. Barker, trustee.

ACKNOWLEDGMENT TAKEN,

7.9/64, Rachel S Nunn NPGCT(seal)

In Statutory Form

DESCRIPTION OF PROPERTY AND REMARKS

All that portion of lot 152 in Section one of Trimble and Lindsey survey of Galveston Island in GCT that lies N/ly of the N/ly r/o/w line of Seawall r/o/w as sd r/o/w is descr in Deed fm Edward K Jakovich etal to county of galveston, Tex dated 2/20/59 of rec in 1301/200 in OCCGCT Togth with all reversionary rights reservd in sd D fm Edward J Jakovich etal to county of Galv Tex of rec in 1301/200 in OCCGCT Togth with all our right tilte and int. in and to that portion of lot 152 which lies S/ly of S/ly r/o/w line of sd Seawall; except that there is reservd to grantors their heirs and assigns all oil, gas and oth mins in and und and that may beprod fm sd land but without right of ingr. add egr. on the prt of sd grantors for develop and productn of any such oil, gas and oth mins such right of ingress and egress on part of grantors being expressly excluded.

MRx TO HAVE AND TO HOLD ETC, BY THRU O UNDER US: it being stipulated that the conveyance of the portion of sd lot 152 which lies S/ly of the S/ly r/o/w line of sd seawall is without warranty.  
RS \$33.00

THE STATE OF TEXAS }  
COUNTY OF GALVESTON }

DEED OF TRUST  
BOOK 1972 PAGE 538

KNOW ALL MEN BY THESE PRESENTS:

64486

That we, Frances Maceo, a widow, and Frances Maceo and Sam Serio, as Independent Executors and Trustees under the Will of Rosario Maceo, also and otherwise known as Rose Maceo, Deceased, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations cash to us in hand paid by Nathaniel Irving Shapiro, the receipt of all of which is hereby acknowledged and confessed, do hereby release and waive to the said Nathaniel Irving Shapiro of the County of Galveston, State of Texas, any right of ingress or egress, for the purpose of exploring, producing and saving all of the oil, gas and minerals by virtue of mineral interests owned by us, or any or either of us, which we, or either or any of us, have in and to the surface of, or the use of the surface of, Lot Number 182 in Section One of the Triable and Lindsey Survey of Galveston Island, Galveston County, Texas.

TO HAVE AND TO HOLD said released and waived right of ingress and egress unto the said Nathaniel Irving Shapiro, his heirs and assigns forever.

EXECUTED AND DELIVERED this 22<sup>nd</sup> day of July, 1964.

Frances Maceo  
Frances Maceo

Frances Maceo  
Independent Executor and  
Trustee under the Will of  
Rosario Maceo, Deceased

Sam Serio  
Independent Executor and  
Trustee under the Will of  
Rosario Maceo, Deceased.















1. If at the expiration of the primary term oil, gas or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, this lease shall remain in force as long as operations are prosecuted with a reasonable degree of activity, and if the result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land, or from land pooled therewith, or from land included therein with the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days after the cessation of such production, but shall terminate if no such operations are prosecuted with the production of more than 60 consecutive days, and if the result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land, or from land pooled therewith, in the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 100 feet of and draining the leased premises or land pooled therewith, Lessee agrees to drill such offset well or wells in a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor in place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

2. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in ownership of the land or royalties, however accumulated, shall operate to enlarge the obligations or diminish the rights of Lessee and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessor's principal place of business with a certified copy of recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach, if six or more parties become entitled to royalty hereunder, Lessor may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all interest thereon and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all interest thereon unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all interest thereon.

3. The breach by Lessee of any obligation arising hereunder shall not constitute a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one well per one hundred sixty (160) acres of the acre retained hereunder and capable of producing in paying quantities and one well per 80 acres plus an average acreage not to exceed 15% of 80 acres of the acre retained hereunder and capable of producing gas or other mineral in paying quantities.

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

5. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of absence of or inability to obtain or to use equipment or material, or by operation of laws, decrees, any Federal or State law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, and the time while Lessee is so prevented shall not be counted against Lessor, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated in whole or in part, and Lessee shall be held liable in damages, for failure to comply therewith, if compliance is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation.

6. This lease states the entire contract between the parties and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party according to the same regardless of whether or not executed by all members of the above described land or by all persons above named as "Lessee", and notwithstanding the inclusion above of other names as "Lessee", this term as used in this lease shall mean and refer only to such parties as execute this lease and their successors in interest.

7. Notwithstanding anything that may be contained in this lease to the contrary, Lessee agrees that it will not drill a well on said land; however, Lessee shall have all other rights herein granted to it to explore for and produce oil, gas and other minerals from wells bottomed under said land which Lessee may have directly drilled from or pooled with other lands in the area of vicinity of said land. If Lessee commences any well on land not covered by this lease, Lessee is hereby granted the right to drill any such well diagonally through the subsurface of this lease in order to bottom any such well in and under land not covered by this lease. This agreement shall remain in effect so long as this lease remains in effect and thereafter so long as any such well is produced or operations are being conducted thereon.

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

460 03-2198  
465 03-2197  
LESSEE Edward K. Jakovitch  
LESSOR Andrew J. Jakovitch

THE STATE OF TEXAS  
County of GALVESTON  
EDWARD K. JAKOVICH and ANDREW J. JAKOVICH

Before me, the undersigned authority, on this day personally appeared EDWARD K. JAKOVICH and ANDREW J. JAKOVICH

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

Given under my hand and seal of office this 10 day of JANUARY A.D., 19 82.

My Commission Expires: Ruth C Evans Notary Public in and for Galveston County, Texas  
Notary Public in and for Kerr County, Tex

THE STATE OF TEXAS  
County of Galveston  
Notary Public in and for Kerr County, Tex

Before me, the undersigned authority, on this day personally appeared EDWARD K. JAKOVICH and ANDREW J. JAKOVICH

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

And the said EDWARD K. JAKOVICH and ANDREW J. JAKOVICH

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said EDWARD K. JAKOVICH and ANDREW J. JAKOVICH

acknowledged such instrument to be her act and deed and that she did not wish to retract it.

Given under my hand and seal of office this 10 day of JANUARY A.D., 19 82.

Notary Public in and for Galveston County, Texas

OTL, GAS AND MINERAL LEASE  
PROPERTY ADMINISTRATION  
MITCHELL ENERGY CORPORATION  
P O BOX 4000  
THE WOODLANDS, TEXAS 77380  
FILED FOR RECORD  
MAY 24 11 07 AM '82  
MAY 24 1982  
MAY 24 1982









1285-109

003-56-0095

FILED FOR RECORD  
Dec 28 11 42 AM '84

*Mary Jane Edmiston*  
COUNTY CLERK GALVESTON COUNTY TEXAS

STATE OF TEXAS COUNTY OF GALVESTON  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly recorded  
in the Official Public Records of Real Property of Galveston  
County Texas on

DEC 28 1984



*Mary Jane Edmiston*  
COUNTY CLERK Galveston County, Texas



8920717

006-50-0845

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT MADE THIS

LEASOR: EDWARD A. JACOVICH AND ANDREW J. MALOJICH

LESSOR (includes name of them) whose address is: 1003 Monroe Drive, Merriville, Texas 78028

Witchell Energy Corporation, P.O. Box 4000, The Woodlands, Texas 77380

1. Lease in consideration of the sum of \$10.00... Lease for the purpose of accumulating and producing oil, gas, liquid hydrocarbons and their respective derivatives...

131.43 acres of land, more or less, out of the Frimble and Lindsey Survey, Section 1, of the City and County of Galveston, Texas, being the South 2 1/2 acres of Lot 137, South 9 acres of Lot 138; North 2.25 acres and East 1/2 of North 13.8 acres of Lot 139; South 9.29 acres of North 14.29 acres of Lot 140; Lots 141, 142, 149, 150, 151, 152, 153, 154, 164, 165, 168, that part of Lots 170 and 179 lying South and Easterly of Jones Drive.

ALL ROYALTIES ON OIL AND GAS IN PARAGRAPH THREE (3) HEREINAFTER TO BE ONE-SIXTH (1/6).

NOTWITHSTANDING ANYTHING THAT MAY BE CONTAINED HEREIN TO THE CONTRARY, LESSEE SHALL NOT USE THE SURFACE OF THE LAND COVERED HEREBY FOR ANY PURPOSES WHATSOEVER.

This lease covers and includes all land owned or claimed by Lessor situated or contiguous to the land particularly described above, whether the same be in this survey or surveys or to adjacent surveys, although not included within the boundaries of the land particularly described above.

The purpose of subsisting the above oil and gas lease provided for in Paragraph 3 hereof, the above described land is agreed to comprise 131.43 acres, whether it actually comprises more or less.

2. Without prejudice to the complete ownership or retention in any form of drilling or other development operations, and/or to the discovery, development or production at any time of production of oil, gas or other minerals, and without further payment from the lessee hereon...

3. Royalties shall be paid by Lessee to Lessor... The royalty to be paid by Lessee shall be one-sixth (1/6) of the net proceeds from the sale of all oil, gas, liquid hydrocarbons and their respective derivatives produced from the land covered by this lease...

4. Lessor shall have the right and power in his discretion to pool or aggregate, or to any one or more of the lands covered by this lease... Lessor shall have the right and power in his discretion to pool or aggregate, or to any one or more of the lands covered by this lease...

33896-1



