

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

262606

Date: October 23, 2012

Grantor: Elbo Ranch, Ltd., a Texas Limited Partnership and
Billy G. Radford and spouse, Deborah Radford

Grantor's Mailing Address:

PO Box 50
Luling, Texas 78648
Gonzales County, Texas

Grantee: Kenneth Lee Ratton and spouse, Cynthia Rubio-Ratton

Grantee's Mailing Address:

3420 Travis Country Circle
Austin, Texas 78736
Travis County, Texas

Consideration:

Ten and No/100 Dollars, and other good and valuable consideration, and a note dated October 23, 2012, executed by Grantee and payable to the order of Capital Farm Credit, FLCA, in the principal amount of FOUR HUNDRED SIXTY EIGHT THOUSAND AND NO/100 DOLLARS (\$468,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Capital Farm Credit, FLCA and by a first-lien deed of trust dated October 23, 2012 from Grantee to Ben R. Novosad, trustee.

Property (including any improvements):

TRACT 1: Being 91.31 acres of land, more or less, a part of L.C. JUREY SURVEY, ABSTRACT NO. 294, JAMES W. NICHOLS SURVEY, ABSTRACT NO. 365 AND GEORGE W. FRANKLIN SURVEY, ABSTRACT NO. 216, lying and being situated in Gonzales County, Texas, and being more particularly described by metes and bounds in Exhibit A attached hereto, consisting of 2 pages, said Exhibit A being incorporated herein for all purposes.

TRACT 2: A non-exclusive roadway easement over and across the tract, being a part of L.C. JUREY SURVEY, ABSTRACT NO. 294, JAMES W. NICHOLS SURVEY, ABSTRACT NO. 365 AND GEORGE W. FRANKLIN SURVEY, ABSTRACT NO. 216, lying and being situated in Gonzales County, Texas, and said tract and easement being more particularly described by metes and bounds in Exhibit B attached hereto, consisting of 1 page, said Exhibit B being incorporated herein for all purposes and subject to the terms and provisions set forth below for such roadway easement.

Reservations from Conveyance:

SAVE AND EXCEPT, HOWEVER, there is hereby reserved unto the Grantor, Grantor's heirs and assigns, Fifty Five Percent (55%) of Grantor's interest in and to the oil, gas and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, production and drilling rights, lease payments, and all related benefits, but Grantor waives Grantor's surface rights (including rights of ingress and egress).

SAVE AND EXCEPT, HOWEVER, there is hereby reserved unto the Grantor, Grantor's heirs and assigns, an electric easement over and across the Property including but not limited to the right to grant an electric line easement to Guadalupe Valley Electric Company (referred to as "GVEC") on and across the Property, on the terms and conditions in Grantor's sole discretion, together with the right of ingress and egress across the Property and for the purpose of erection, construction, reconstruction, replacement, removal, maintenance and use of one or more electric distribution lines including fiber optic and other communications equipments and facilities related to the foregoing (collectively referred to as "Facilities") over and across the Property including the rights necessary for the use granted including but not limited to, the right of ingress and egress for pedestrians, equipment and vehicles over the Property to and from said right-of-way for the purpose of constructing said Facilities, including the installation of guy wires and anchors as needed, improving, reconstructing repairing, inspecting, patrolling, installing, said Facilities on the Property, operating, maintaining, providing adequate clearances and removing said Facilities, over, under, and upon Property, and the right to remove, trim, cut down or chemically treat with herbicides, trees or shrubbery or parts thereof within 15 feet of said Facilities or any other obstructions which may endanger, interfere or impair the efficiency, safety or convenient operation of said Facilities and their appurtenances. Grantee agrees that Grantee's heirs, successors and assigns shall not construct any structure or improvement, nor impound any water, nor place any temporary or permanent erection of any mast-type equipment or appurtenances nearer than 15 feet to Facilities in any manner as to conflict with the National Electrical Safety Code or any applicable law, as either of the same now exists or may be amended in the future, and this restriction shall be a covenant running with the land. Such prohibited construction within the easement shall include but not be limited to new construction or major modification to a preexisting habitable structure, as well as, stock tanks, swimming pools, spas, water wells or oil wells including construction both above and below existing grade.

Grantor and Grantee agree the following terms and conditions apply to the roadway easement, being the non-exclusive roadway easement on and across Tract 2 as described above, conveyed to Grantee herein:

1. *Character of Easement.* The easement is appurtenant to and runs with the 0.06 acre tract described in Exhibit "B," (referred to herein as the Easement Property"). The easement binds and inures to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns. The Easement is for

the benefit of Grantee and Grantee's heirs, successors, and assigns for the sole purposes of providing ingress and egress to Tract 1 described above.

2. *Duration of Easement.* The easement is perpetual.

3. *Exclusiveness of Easement.* The easement is non-exclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to convey the easement or other rights or easements to others on and across Tract 2 described above.

5. *Maintenance.* Improvement and maintenance of the Easement Property will be at the sole expense of the holder of the easement, being the Grantee herein, Grantee's heirs, successors, and assigns. The holder has the right to eliminate any encroachments into the Easement Property. The holder of the easement will maintain the Easement Property in a neat and clean condition.

6. *Grantor's Reservation and Rights.* Grantor and Grantor's heirs, successors, and assigns have the right to use the Easement Property for all purposes that do not unreasonably interfere with or interrupt the use of the easement including but not limited to all of the oil, gas and other minerals in and under the Easement Property together with rights of ingress and egress for mining, drilling exploring, operating and developing the Property for oil, gas, and other minerals and for removing them from the property

7. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

Exceptions to Conveyance and Warranty:

This conveyance is expressly made subject to the following matters:

Oil and Gas Lease dated June 5, 1976, executed by Robert H. Orr and wife, Eliouse Orr, to Stephen B. Aikman, recorded in Volume 422, Page 71, of the Deed Records of Gonzales County, Texas, covering the Property for a primary term of 5 year(s);

A mineral/royalty reservation as set forth in and reserved in that certain deed dated November 8, 1962, executed by Claude E. Robbins, et ux, to Veterans Land Board of the State of Texas, recorded in Volume 331, Page 381, of the Deed Records of Gonzales County, Texas;

An easement 11 varas wide along the North and East sides of said tract herein as shown by instrument dated July 31, 1958, recorded in Volume 313, Page 286 of the Gonzales County Deed Records from Eddie James Satterwhite, et ux to Estelle Clack;

A mineral/royalty reservation as set forth in and reserved in that certain deed dated October 28, 1964, executed by Olen A. Malaer, et al, to George Sutton and wife, Dorothy Sutton and T.J. Maxey and wife, Matilda Maxey, recorded in Volume 340, Page 396, of the Deed Records of Gonzales County, Texas;

Oil and Gas Lease dated September 10, 1964, executed by George Sutton, et al, to LaRosa Corporation, recorded in Volume 346, Page 437, of the Deed Records of Gonzales County, Texas, covering the Property for a primary term of 10 year(s);

A mineral/royalty reservation as set forth in and reserved in that certain contract of sale, executed by Robert H. Orr, to George Sutton, recorded in Volume 349, Page 204, of the Deed Records of Gonzales County, Texas;

A mineral/royalty reservation as set forth in and reserved in that certain deed dated June 7, 1966, executed by George Sutton, et al, to Veterans Land Board, recorded in Volume 349, Page 202, of the Deed Records of Gonzales County, Texas;

Oil and Gas Lease dated June 9, 1976, executed by Robert H. Orr and wife, Eloise Orr, to Norino Gas Corp., recorded in Volume 422, Page 83, of the Deed Records of Gonzales County, Texas, covering subject property for a primary term of 5 year(s);

Oil and Gas Lease dated June 9, 1976, executed by Robert H. Orr and wife, Eloise Orr, to Norino Gas Corp., recorded in Volume 425, Page 59, of the Deed Records of Gonzales County, Texas, covering the Property for a primary term of 5 year(s);

A mineral/royalty reservation as set forth in and reserved in that certain deed dated February 20, 1971, executed by James F. Webb, Jr. and wife, Lois Dibrell Webb, to Robert H. Orr and wife, Elise Orr, recorded in Volume 373, Page 758, of the Deed Records of Gonzales County, Texas;

A mineral/royalty reservation as set forth in and reserved in that certain deed dated April 22, 1976, executed by Albert M. McNeel, Jr., et al, to Robert H. Orr and wife, Eloise M. Orr, recorded in Volume 419, Page 417, of the Deed Records of Gonzales County, Texas;

Oil and Gas Lease dated June 9, 1976, executed by Robert H. Orr and wife, Eloise Orr, to Norino Gas Corporation, recorded in Volume 422, Page 74, of the Deed Records of Gonzales County, Texas;

Oil and Gas Lease dated June 9, 1976, executed by Robert H. Orr and wife, Eloise Orr, to Norino Gas Corporation, recorded in Volume 422, Page 77, of the Deed Records of Gonzales County, Texas;

Oil and Gas Lease dated June 10, 1976, executed by Robert H. Orr and wife, Eloise Orr, to Norino Gas Corporation, recorded in Volume 422, Page 80, of the Deed Records of Gonzales County, Texas;

Subject to overhead utility lines as shown on survey plat dated July 6, 2007, prepared by Aubrey C. Holland, R.P.L.S. No. 4493;

Rights of others to easement property as described in Exhibit B and the terms and conditions set forth in the deed;

Cattle guard and wire fences into the Property as shown on survey plat dated February and August 2000, prepared by Ken L. Reininger, R.P.L.S. No. 2633;

Encroachment of fence into the Property as shown on survey plat dated February and August 2000, prepared by Ken L. Reininger, R.P.L.S. No. 2633;

Rights of claims, if any, of adjoining property owner(s) in and to that portion of the Property lying between the property line(s) and the fence(s) located inside the Property line(s) as shown on survey plat dated February and August 2000, prepared by Ken L. Reininger, R.P.L.S. No. 2633;

Unrecorded electrical easements including but not limited to the easement to be granted to Guadalupe Valley Electric Company;

Any visible and apparent roadway or easement over or across the Property the existence of which does not appear of record;

Any portion of the Property which falls within the boundaries of any road or roadways; and

Taxes for the year 2012 are prorated to the date of closing and Grantee assumes and agrees to pay said taxes, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty and easement terms, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

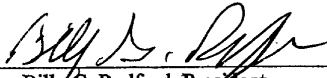
Capital Farm Credit, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Capital Farm Credit, FLCA and are transferred to Capital Farm Credit, FLCA, without recourse against Grantor.

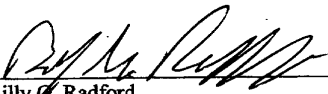
As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property in its present condition.

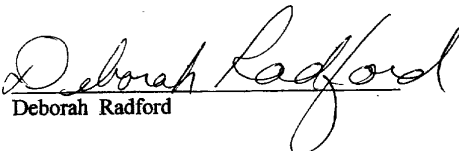
When the context requires, singular nouns and pronouns include the plural.

Elbo Ranch, Ltd, a Texas Limited Partnership

By: Brazos River Interests, Inc., a Texas Corporation,
Its General Partner

By: 
Billy G. Radford, President


Billy G. Radford

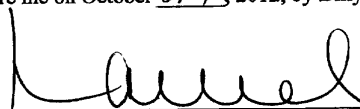

Deborah Radford

STATE OF TEXAS)

COUNTY OF GONZALES)

This instrument was acknowledged before me on October 24, 2012, by Billy G. Radford and wife, Deborah Radford.



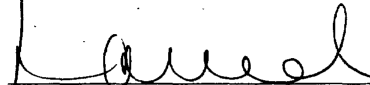

Notary Public, State of Texas LAURA WALKER
My commission expires: 3-8-2016

STATE OF TEXAS)

COUNTY OF GONZALES)

This instrument was acknowledged before me on October 24, 2012, by Billy G. Radford, President of Brazos River Interests, Inc., a Texas Corporation which is the General Partner of Elbo Ranch, Ltd, a Texas Limited Partnership, on behalf of said partnership.




Notary Public, State of Texas Laura Walker
My commission expires: 3-8-2016

PREPARED IN THE LAW OFFICE OF:
SUE C. ORTMAN
408 St. George Street
Gonzales, TX 78629
(830) 672-9535

Exhibit A
Page 1 of 2

TRACT 1

Field notes describing an 91.31 acre tract of land situated in the L.C. Jurey Survey, Abstract 294, the James W. Nichols Survey, Abstract 365, and the George W. Franklin Survey, Abstract 216, Gonzales County, Texas, being all that tract of land called 84.61 acres, conveyed to Billy G. Radford and Deborah Radford, by deed recorded in Volume 1009, Page 682, Official Records, Gonzales County, Texas and a portion of a tract of land called 186.013 acres, conveyed to Elbo Ranch, by deed recorded in Volume 965, Page 297, Official Records, Gonzales County, Texas and being more particularly described as follows: Note: All set pins are 1/2" diameter rebar with an orange plastic cap stamped "Trt-County".

Beginning at a concrete monument found in the southwest right-of-way line of County Road 474, for the east corner of a tract of land called 14 acres, described in Volume 881, Page 523, Official Records, Gonzales County, Texas, the easternmost north corner of the 84.61 acre tract and the herein described tract.

Thence, S 45° 04' 09" E, 1138.89 feet and S 44° 20' 56" E, 500.78 feet with the easternmost northeast line of the 84.61 acre tract, to a 14" diameter oak tree, for the north corner of a tract of land called 16.107 acre tract of land described in Volume 379, Page 638, Official Records, Gonzales County, Texas, the east corner of the 84.61 acre tract and herein described tract.

Thence, S 50° 00' 58" W, 2261.33 feet with the northwest line of the 16.107 acre tract, the northwest line of a tract of land called 146 1/4 acres, described in Volume 344, Page 638, Deed Records, Gonzales County, Texas and the southeast line of the 84.61 acre tract, to a concrete monument found for the southernmost east corner of a tract of land called 137.453 acres, described in Volume 827, Page 636, Official Records, Gonzales County, Texas, the south corner of the 84.61 acre tract and the herein described tract.

Thence, N 40° 26' 58" W, 1893.35 feet with the southernmost northeast line of the 137.453 acre tract and the southernmost southwest line of the 84.61 acre tract, to a concrete monument found for an interior corner of the 137.453 acre tract, the southernmost west corner of the 84.61 acre tract and the herein described tract.

Thence, N 49° 19' 28" E, 534.04 feet the northernmost southeast line of the 137.453 acre tract and the southernmost northwest line of the 84.61 acre tract, to a concrete monument found in the southernmost southwest line of the 186.013 acre tract, for northernmost east corner of the 137.453 acre tract, the westernmost north corner of the 84.61 acre tract and being an interior corner of the herein described tract.

Exhibit A
Page 2 of 2

Thence, N 40° 28' 01" W, 36.71 feet with the northernmost northeast line of the 137.453 acre tract and the southernmost southwest line of the 186.013 acre tract, to an iron pin set for the northernmost west corner of the herein described tract.

Thence, N 52° 43' 41" E, 544.75 feet and N 40° 48' 51" E, 324.45 feet crossing the 186.013 acre tract, to an iron pin set in the southwest line of the 14 acre tract and the southernmost northeast line of the 186.013 acre tract for the northernmost north corner of the herein described tract.

Thence, S 40° 26' 40" E, 363.75 feet with the southwest line of the 14 acre tract and the southernmost northeast line of the 186.013 acre tract, to a concrete monument found in the easternmost northwest line of the 84.61 acre tract, for the south corner of the 14 acre tract, the southernmost east corner of the 186.013 acre tract, being an interior corner of the herein described tract.

Thence, N 47° 18' 11" E, 737.47 feet with the southeast line of the 14 acre tract and the easternmost northwest line of the 84.61 acre tract to the **Place of Beginning** and containing 91.31 acres of land, according to a survey made on the ground on July 6, 2007 and May 23, 2011, by Tri-County Surveying Inc.

Corresponding plat prepared.
Project No. 9702101-1B



Aubrey C. Holland
Aubrey C. Holland
Registered Professional
Land Surveyor No. 4493

EXHIBIT "B"

TRACT 2

Easement:

Field Notes for a 30 Foot Easement, being 0.06 of an acre tract or parcel of land Situated in the James W Nichols 320 Acre Survey, Abstract No. 36, Gonzales County, Texas being situated in the residue of 202.738 acres of land described in a Warranty Deed to Elbo Ranch Ltd, a Texas limited partnership, recorded in Volume 965, Page 289, Gonzales County Official Records herein after called parent tract. Said 30 Foot Easement is herein described by metes and bounds as follows to-wit:

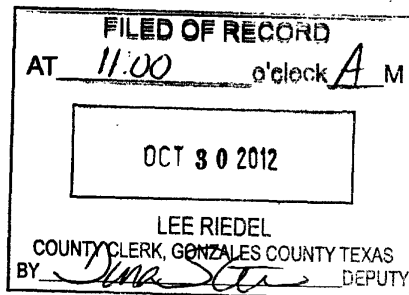
Beginning at a concrete monument found at the southwest corner of the parent tract, the east corner of a called 14 acre tract described in a deed to Richard Howard Everton, Volume 881, Page 523, Official Records, the Northeast corner of a tract of land called 84.61 acres in a Correction General Warranty Deed to Billy G. Radford and Deborah Radford, Volume 1009, Page 682, Official Records, the southwest terminus of Prescriptive County Road NO. 474, in the common line of the George W. Franklin Survey Abstract 216 and James W. Nichols 320 Acre Survey, Abstract 365 and being the Northwest corner of the herein described tract.

Thence: With the northwest line of the parent tract, also being the common line of the George W. Franklin Survey Abstract 216 and James W. Nichols 320 Acre Survey, Abstract 365, North 48°-45'-02" East at 30.06 feet a 5/8" iron rod set (All iron rod set are with plastic caps No. 4227), for the Northeast corner of this tract herein described.

Thence: Into the parent tract South 45°-05'-23" East at 80.00 feet a 5/8" iron rod set for the Southeast corner of this tract herein described.

Thence: South 48°-45'-02" West at 30.06 feet a 5/8" iron rod set in the common line between parent tract and northeast line of said 84.61 acre tract for the southwest corner of this tract herein described.

Thence: With the common line between parent tract and northeast line of said 84.61 acre tract North 45°-05'-23" West at 80.00 feet to the point of beginning as surveyed under the direct supervision of Stephen O. Pirkle Jr., Registered Professional Land Surveyor in the State of Texas, No. 4227, as shown on Gonzales First Shot Surveying, J.L.C. Plat No. S12-099 dated October 18th 2012.



STATE OF TEXAS COUNTY OF GONZALES
I hereby certify that this instrument
was filed on the 30th day of October
2012 at 11:00 AM and was duly stamped
in the official Records of Gonzales County,
Texas in volume and page as stamped
hereon by me

OCT 31 2012



[Signature]
County Clerk, Gonzales County, Texas
By *[Signature]*