AFTER RECORDING, PLEASE RETURN TO:

**Individual Name / Company Name
111 S Main St**

**Houston, TX**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MANY 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.**

**SPECIAL WARRANTY MINERAL DEED AND CONVEYANCE**

THIS INDENTURE, SPECIAL WARRANTY MINERAL DEED AND CONVEYANCE, made on or about this 5th day of September, 20XX but effective as of the 1st day of August, 20XX (the “***Effective Date***”), between SELLER NAME, an individual with an address of SELLER ADDRESS (“***SELLER NAME*** collectively, “***Grantor***”), on the one hand, and BUYER NAME, a STATE limited liability company with an address of BUYER ADDRESS (“***Grantee***”), on the other hand.

WITNESSETH, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GRANT, SELL AND CONVEY to Grantee all of Grantor’s right, title, and interest in and to all of the mineral estate and all oil, condensate, natural gasoline, natural gas liquids, distillate, gas, casinghead gas, other gaseous substances, plant products and residue gas derived therefrom, oil wells, gas wells, white oil, sulfur, coal, lignite, uranium, coalbed methane, granite, limestone, gravel, sand, water, other minerals, royalties, non-participating royalties, overriding royalties, net profits, production payments, net revenue interests, working interests, carried interests, promotes, leases, and other interests in and under and that may be produced, as to all depths, Martin County, Texas in the lands described below:

* All of Seller’s interest in and to G.W. Mead Survey, Abstract 349

(collectively referred to as the “***Lands***”)

Together with the right of ingress and egress for the purpose of mining, drilling, exploring, operating, and developing the Lands for oil, gas, and other minerals, and storing, handling, transporting, and marketing the same therefrom with the right to remove from said land all of Grantee’s property and improvements. It is Grantor’s intent to convey to Grantee **all** of its right, title and interest as described and set forth herein, whether or not such interests are completely and accurately described.

This transfer is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed, it being understood that said Grantee shall enjoy the herein granted interest in and to all bonuses, rents, royalties, and other benefits that may accrue under the terms of said lease insofar as it covers the Lands for all time periods past, present and future precisely as if the Grantee had been at the date of the making of said lease the owner of a similar interest in and to the Lands and Grantee one of the lessors or lessees therein. Grantor agrees to execute and deliver such further assurances as may be required for Grantee’s full and complete enjoyment of the right, title, and interest granted herein. This conveyance includes, without limitation, all claims to any underpayment of past royalties and overriding royalties and any unpaid bonus, delay rentals, royalty and production payments under any existing leases affecting the interests herein conveyed, even to the extent accruing or relating to periods prior to the Effective Date. Grantor agrees to pay any ad valorem taxes due on the interests herein conveyed for previous years. All ad valorem taxes attributable to the interests herein conveyed for the current and future years are the responsibility of Grantee, its/their successors and assigns

And the Grantor for himself, his heirs, personal representatives and assigns, does covenant with the Grantee that he is well seized in fee of the Land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection, except easements, rights of way and other encumbrances of record and the above granted Lands and premises in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and forever defend.

Grantor does hereby irrevocably appoint and constitute Grantee as Grantor’s agent and attorney-in-fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary to make fully effective this conveyance of interests, so that Grantee may act in Grantor’s place and stead for this limited purpose only, said power of attorney shall not be affected by subsequent disability or incapacity of Grantor. Grantor acknowledges and agrees that Grantor has doe its own due diligence and Grantee has not made any warranty or representation of any kind to entice or encourage Grantor to execute this instrument and to receive consideration.

Notwithstanding the foregoing, the warranties passing to the Grantee hereunder are limited solely to those matters arising from acts of the Grantor, its agents or representatives, occurring solely during the period of the Grantor’s ownership of the Lands.

IN TESTIMONY WHEREOF, Grantor has caused this deed to be executed.

# GRANTOR:

**SELLER NAME**

By: Name: SELLER NAME

# ACKNOWLEDGMENTS

STATE OF )

) COUNTY OF )

This instrument was signed before me this day of , 20XX, by SELLER NAME

In witness whereof, I hereunto set my hand and official seal.

[STAMP]

 Notary Public

 State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_