

70 2023 00459201

Instrument Number: 2023- 00459201

As

Recordings

Recorded On: May 04, 2023

Parties: HEAR NOLAN EDWARD ET AL

To

WANDEL JOHN P

Recorded By: GRANT A CORCORAN LLC

Comment: MINERAL DEED

Billable Pages:

8

Num Of Pages:

9

**\*\* Examined and Charged as Follows: \*\***

Recordings 44.00

Recording Charge: 44.00

Texas Royalty Brokers

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

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Leon County, TX

**File Information:**

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**Record and Return To:**

GRANT A CORCORAN LLC

POB 270086

MAILED 5/5/2023

CORPUS CHRISTI TX 78427

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YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## MINERAL DEED

STATE OF TEXAS

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COUNTY OF LEON

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KNOW ALL MEN BY THESE PRESENTS: That Nolan Edward Heard whose address is: 5706 Penny Creek Drive, Austin, Texas 78759, James Lewis Heard whose address is: 1504 CR 878B, Sweeny, Texas 77480, Lugenia Ann Watson whose address is: 3158 Navajo Lane, Provo, UT 84604, and Ricky Wayne Heard whose address is: 1005 CR 455, Sweeny, Texas 77480, hereinafter called Grantor, (whether one or more) for and in consideration of the sum of Ten Dollars (\$10.00 & OVC) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto John P. Wandel, Jr. whose address is: PO Box 60646, Corpus Christi, Texas 78466, hereinafter called Grantee (whether one or more) **fifty-percent (50.00%)** of Grantor's undivided rights, titles, claims and interests in the Lands described herein, of any and every kind, nature and/or character, in and to all of the oil, gas, coal and other minerals, including without limitation, all of the oil royalty, gas royalty, overriding royalty, royalty in casinghead gas and gasoline in, on and under, that may be produced from the following described lands (the "Lands") situated in Leon County, State of Texas, to-wit:

**Tract One:** 320 acres, more or less, being all of the Jefferson Reed Survey, A-749, Leon County, Texas, and being the same land described as 1<sup>st</sup> Tract in a Warranty Deed dated May 8, 1954 from H.F. Coleman and M.L. Rogers to Texlan, Inc, recorded at Volume 219, Page 56 of the Deed Records of Leon County, Texas.

**Tract Two:** 164.5 acres, more or less, being a part of the Charles Lynenburg Survey, A-492, Leon County, Texas, and being the same land described as 2<sup>nd</sup> Tract in a Warranty Deed dated May 8, 1954 from H.F. Coleman and M.L. Rogers to Texlan, Inc, recorded at Volume 219, Page 56 of the Deed Records of Leon County, Texas.

**Tract Three:** 640 acres, more or less, being all of the F.M. Davis Survey, A-1287, Leon County, Texas, and being the same land described as 3<sup>rd</sup> Tract in a Warranty Deed dated May 8, 1954 from H.F. Coleman and M.L. Rogers to Texlan, Inc, recorded at Volume 219, Page 56 of the Deed Records of Leon County, Texas.

Containing 1,124.50 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same there from with the right to remove from said land all of Grantee's property and improvements.

This sale 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 and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said leases the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.



Grantor does hereby irrevocably appoint and constitute Grantee as its 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 the rights herein granted, so that Grantee may act in my place and stead for this limited purpose only.

In the event Grantor is unable to deliver to Grantee marketable title to the Lands, in whole or in part, Grantor shall return to Grantee a sum equal to the proportionate amount paid to Grantor for the Lands that Grantor cannot deliver to Grantee pursuant to this Mineral Deed. Notwithstanding anything to the contrary, in the case of a title failure, Grantee shall retain all partial interests in the Lands that have marketable title.

TO HAVE AND TO HOLD the above described property and easement with all the singular the rights, privileges and appurtenances thereunder or any wise belonging to Grantee, his heirs, executors, administrators, successors and assigns forever, and Grantor does hereby bind itself and successors and assigns to warrant and forever defend all and singular the said Lands unto Grantee, his heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof.

This Mineral Deed may be executed by the parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the date of the acknowledgment annexed hereto, to be effective for all purposes as of April 1, 2023.

**Signature Page to Follow**

Texas Royalty Brokers

Texas Royalty Brokers

**Signature Page to Mineral Deed**

by and between Nolan Edward Heard, James Lewis Heard, Lugenia Ann Watson and Ricky Wayne Heard, ("Grantor"), and John P. Wandel, Jr., ("Grantee"), dated April 1, 2023.

Signature: \_\_\_\_\_

Printed Name: Nolan Edward Heard.

Signature: \_\_\_\_\_

Printed Name: James Lewis Heard

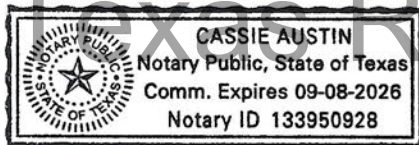
Signature: \_\_\_\_\_

Printed Name: Lugenia Ann Watson

Signature: \_\_\_\_\_

Printed Name: Ricky Wayne Heard**Acknowledgement**STATE OF Texas §COUNTY OF Brazoria §

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2023, by Nolan Edward Heard.

Notary Public in and for the State of Texas

**Signature Page to Mineral Deed**

by and between Nolan Edward Heard, James Lewis Heard, Lugenia Ann Watson and Ricky Wayne Heard, ("Grantor"), and John P. Wandel, Jr., ("Grantee"), dated April 1, 2023.

Signature: \_\_\_\_\_

Printed Name: Nolan Edward Heard

Signature: \_\_\_\_\_

Printed Name: James Lewis Heard

Signature: \_\_\_\_\_

Lugenia Ann Watson

Printed Name: Lugenia Ann Watson

Signature: \_\_\_\_\_

Printed Name: Ricky Wayne Heard

**Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Nolan Edward Heard.

Notary Public in and for the State of \_\_\_\_\_

**Signature Page to Mineral Deed**

by and between Nolan Edward Heard, James Lewis Heard, Lugenia Ann Watson and Ricky Wayne Heard, ("Grantor"), and John P. Wandel, Jr., ("Grantee"), dated April 1, 2023.

Signature: \_\_\_\_\_

Printed Name: Nolan Edward Heard.

Signature: \_\_\_\_\_

Printed Name: James Lewis Heard

Signature: \_\_\_\_\_

Printed Name: Lugenia Ann Watson

Signature: \_\_\_\_\_

Printed Name: Ricky Wayne Heard

**Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Nolan Edward Heard.

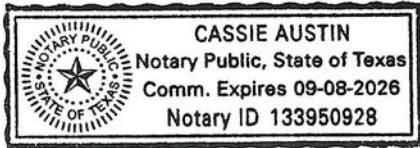
Notary Public in and for the State of \_\_\_\_\_

**Acknowledgement**

STATE OF Texas §  
COUNTY OF Brazoria §

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April,  
2023, by James Lewis Heard.

Notary Public in and for the State of Texas



C Austin

**Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Lugenia Ann Watson.

Notary Public in and for the State of \_\_\_\_\_

**Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Ricky Wayne Heard.

Notary Public in and for the State of \_\_\_\_\_



**Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

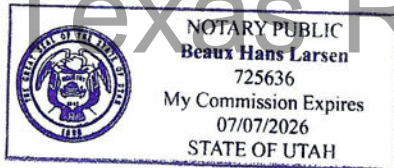
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by James Lewis Heard.

Notary Public in and for the State of \_\_\_\_\_

**Acknowledgement**STATE OF Utah §COUNTY OF Utah §

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2023, by Lugenia Ann Watson.

Notary Public in and for the State of Utah

**Acknowledgement**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Ricky Wayne Heard.

Notary Public in and for the State of \_\_\_\_\_

Texas Royalty Brokers



**Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by James Lewis Heard.  
Notary Public in and for the State of \_\_\_\_\_

**Acknowledgement**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by Lugenia Ann Watson.  
Notary Public in and for the State of \_\_\_\_\_

**Acknowledgement**

STATE OF Texas §  
COUNTY OF Brazoria §

The foregoing instrument was acknowledged before me this 29 day of April,  
2023, by Ricky Wayne Heard.

Notary Public in and for the State of \_\_\_\_\_  
Anna Annette Parker

