

CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS

Vol. 192, p. 245

## HISTORIC USE PRODUCTION PERMIT

**THIS CERTIFIES THAT:**            **Northfork Land and Cattle**  
   **P.O. Box 1093**  
   **Guymon, OK 73942**

(“Permittee”), has applied for an Historic Use Production Permit to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the Culberson County Groundwater Conservation District (“District”) has APPROVED the application as follows:

**1 Permit Category**

This permit is a **Historic Use Production Permit** (“HUPP”).

**2 Permit Term**

The term of this permit is perpetual from the date of issuance.

**3 Groundwater Source**

The source of groundwater is the Wild Horse Flat Aquifer (the “Aquifer”).

**4 Annual Groundwater Withdrawal Amounts**

Permittee may withdraw groundwater from the Aquifer for beneficial, nonwasteful use in a manner not to exceed the amount (volume) of 9,316.0 acre-feet per calendar year, subject to any proportional adjustment pursuant to Chapter 5, Subchapter B, of the District Rules. The amount of 9,316.0 acre-feet per calendar year is based on the determination by the District that the applicant owns 1,863.20 acres of Existing and Historic Irrigated Land, as defined in the District Rules.

**5 Purpose of Use**

Permittee may use Aquifer groundwater only for **agricultural uses**, as defined in the District Rules.

**6 Well Name(s), Location(s), and Maximum Rate of Withdrawal**

Groundwater may be withdrawn from the Aquifer only from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as listed in Exhibit A, attached and incorporated herein.

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS**

**7 Measurement of Amount of Groundwater Withdrawn**

Permittee may withdraw groundwater only from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District Rules.

**8 Ownership of Land and Place of Use of Groundwater**

Exhibit B, attached and incorporated herein, is a copy of the deeds for land owned by the Permittee and provided by the Permittee in Permittee's HUPP application to the District. The District relied on the information contained in Exhibit B in granting this permit. Permittee may beneficially use Aquifer groundwater only for irrigation of agricultural crops located within the property identified in Exhibit B of this permit.

**9 Measurement of Amount of Groundwater Withdrawn**

Permittee may only withdraw groundwater from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District Rules.

**10 Well Construction, Operation, Maintenance, Closure**

The well(s) identified in this permit shall be installed, equipped, operated, maintained, plugged, capped, or closed, as may be appropriate, in accordance with the District Rules and all other applicable federal, state, and local laws. Included in these requirements is the requirement that Permittee shall submit a copy of a state plugging report to the District within 60 days after capping or plugging any well.

**11 Water Conservation**

Withdrawals of groundwater are required to be efficiently withdrawn and used in compliance with the District Rules and the District's water conservation plan (as may be amended), and Permittee's water conservation plan as approved by the District, as may be applicable.

**12 Conveyance to Place of Use**

Water authorized by this permit to be produced must be conveyed to the place of use in a manner to prevent evaporation, channel loss by percolation, or waste. Water conveyed greater than a distance of one-half mile from the wellhead where produced must be conveyed through a pipeline.

**13 Meters**

Permittee shall install, operate, and maintain meter(s) on the well(s) identified in this permit in compliance with the District Rules and the manufacturer's instructions.

**14 Reports**

Permittee shall timely file all applicable reports with the District on forms prescribed by the District as required by the District Rules, and other applicable law.

**15 Fees**

Permittee shall timely pay and remain current on the payment of all applicable fees to the District.

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS**

**16 Groundwater Management Plan**

Permittee shall withdraw and use groundwater only in accordance with the District's approved groundwater management plan, as may be amended.

**17 Water Quality**

Permittee shall use diligence to protect the water quality of groundwater in the District and shall comply with the District Rules on water quality and shall take no action that pollutes or contributes to the pollution of groundwater in the District.

**18 Transfers**

Permittee may transfer or amend this permit only in compliance with the District Rules.

**19 Change of Address**

The Permittee shall provide to the District written notice of any change in the mailing address of the Permittee within 30 days after such address is changed.

**20 Inspections by District**

Any authorized officer, employee, agent, or representative of the District shall have the right at all reasonable times to enter upon lands upon which a well may be located within the boundaries of the District, including the well(s) identified in Paragraph 6 of this permit, for the purpose of inspecting or testing such wells, meters, pumps, and the power units of a well or wells, collecting water samples, and making any other reasonable and necessary inspections and tests that may be required or necessary for the formulation or the enforcement of the permits, rules, or orders of the District. Permittee has a duty to ensure that the well site is accessible to District representatives for inspection and to cooperate fully in any reasonable inspection of the well(s) and well site by District officers, employees, agents, or representatives.

**21 Additional Conditions**

This permit is issued subject to the requirements of: (1) Chapter 8816, Texas Special District Local Laws Code; (2) Chapter 36, Texas Water Code; and (3) the District Rules.

**22 Enforcement**

The District retains the right to take any and all enforcement actions within its legal authority to enforce compliance with the terms and conditions of this permit.

**23 Continuing Jurisdiction of District**

This permit is issued subject to the continuing jurisdiction of and supervision by the District, and may be amended from time-to-time consistent with applicable law, including circumstances in which the District learns that any of the information set forth in this permit is incorrect on the date issued.

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS**

**24 Permit Recordation**

Within 30 days of the date of issuance of this approved permit from the District, the District shall record this permit with the Culberson County Clerk.

**25 References to Law**

Any reference in this permit to a statute, rule, or other law of any kind that exists on the date of issuance of the permit includes all subsequent amendments thereto.

**26 Other Matters Denied**

All other matters requested in Permittee's application that are not specifically granted by this permit are denied.

**THIS PERMIT IS ISSUED, EXECUTED THIS June 17, 2013**, by the Board of Directors of the Culberson County Groundwater Conservation District.

*V R Cottrell*  
President, Board of Directors

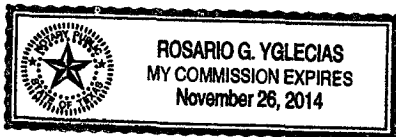
**ATTEST:**

*He C. Bush*  
Secretary, Board of Directors

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
COUNTY OF CULBERSON )

**ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED** before me on June 17, 2013 by Vance Cottrell, President, Board of Directors, Culberson County Groundwater Conservation District, a groundwater conservation district created pursuant to Article XVI, Section 59, Texas Constitution.



*Rosario G. Yglecias*  
Notary Public in and for the State of Texas

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT  
COUNTY OF CULBERSON, STATE OF TEXAS**

**EXHIBIT A**

Groundwater may only be withdrawn from the aquifer from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as follows:

<u>Name</u>	<u>Location (latitude/longitude)</u>	<u>Maximum Flow Rate (gpm)</u>
NF #1	31.149166,-104.712777	1700
NF #2	31.149167,-104.70833	1400
NF #3	31.149167,-104.704167	1100
NF #4	31.156389,-104.711667	1400
NF #5	31.163611,-104.713333	1000
NF #6	31.163611,-104.710833	1400
NF #7	31.163888,-104.706666	1400
NF #8	31.159444,-104.692222	1000
NF #9	31.149722,-104.688333	500
NF #10	31.158333,-104.689444	1000

338

V-181 p-9. 338

**EXHIBIT B**

**A009**

FORM 6862-2-03-2005

**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**

**Date:** December 20, 2010  
**Grantor:** EUGENE E. NORWOOD and JEANINE G. NORWOOD, husband and wife

**Grantor's Mailing Address:**

EUGENE E. NORWOOD and JEANINE G. NORWOOD  
30 CR 333  
Goldthwaite, Texas 76844  
Mills County

**Grantee:** NORTH FORK LAND & CATTLE COMPANY, LLC, an Oklahoma Limited Liability Company

**Grantee's Mailing Address:**

NORTH FORK LAND & CATTLE COMPANY, LLC  
6201 Park Lane  
Guymon, Oklahoma 73942  
Texas County

**Consideration:**

A note of even date executed by Grantee and payable to the order of FIRST NATIONAL BANK IN ALTUS in the principal amount of ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$1,680,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FIRST NATIONAL BANK IN ALTUS and by a first-lien deed of trust of even date from Grantee to Deryl Hunter, Trustee.

**Property (including any improvements):**

Sections THIRTY-ONE (31), THIRTY-TWO (32), FORTY (40), FORTY-ONE (41) and FORTY-TWO (42), in BLOCK SIXTY-FOUR (64), Township SEVEN (7), T & P Ry. Co. Survey, Culberson County, Texas, containing 3,248 acres of land, more or less, together with all rights, privileges, and appurtenances pertaining thereto, including, but not limited to: all water rights, claims, permits, strips and gores and easements, if any, and FURTHER TOGETHER WITH all of those items of personal property and/or fixtures described on the attached EXHIBIT "A".

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:** Easements, rights-of-way, and prescriptive rights, whether of record or not; any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, whether or not shown of record in the hereinabove mentioned County and State, and to all mineral leases, outstanding mineral interests, zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property; taxes for the year 2011, the payment of which Grantee assumes; and subsequent assessments for the current 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, 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.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED.


THE PROPERTY IS BEING CONVEYED TO GRANTEE IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. GRANTOR MAKES NO WARRANTY OF CONDITION, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FIXTURES AND PERSONAL PROPERTY. ALL WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THIS DEED, ARE DISCLAIMED.

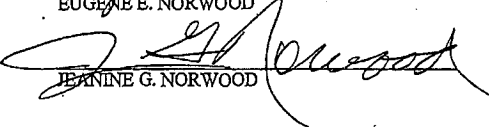
FIRST NATIONAL BANK IN ALTUS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FIRST NATIONAL BANK IN ALTUS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

Grantor, for the same Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to 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. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the property conveyed by this paragraph.

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

GRANTOR:

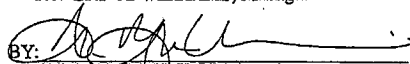
  
EUGENE E. NORWOOD

  
JEANINE G. NORWOOD

ACCEPTED BY GRANTEE:

NORTH FORK LAND & CATTLE COMPANY, LLC,  
an Oklahoma Limited Liability Company,

BY:   
ROBERT A. WILLIAMS, Manager

BY:   
ANDREA C. MENDOZA-WILLIAMS, Manager

STATE OF TEXAS )

COUNTY OF MILLS )

This instrument was acknowledged before me on December 20, 2010, by EUGENE E. NORWOOD and JEANINE G. NORWOOD.

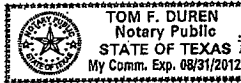
*Tom F. Duren*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF MILLS )

Before me, Tom F. Duren, the undersigned Notary Public, on this day personally appeared ROBERT A. WILLIAMS, proved to me through ~~Texas~~ Oklahoma Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ROBERT A. WILLIAMS executed the same as the act of NORTH FORK LAND & CATTLE COMPANY, LLC, an Oklahoma Limited Liability Company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of December, 2010.



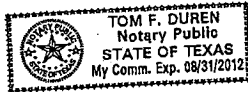
*Tom F. Duren*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF MILLS )

Before me, Tom F. Duren, the undersigned Notary Public, on this day personally appeared ANDREA C. MENDOZA-WILLIAMS, proved to me through Oklahoma Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ROBERT A. WILLIAMS executed the same as the act of NORTH FORK LAND & CATTLE COMPANY, LLC, an Oklahoma Limited Liability Company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of December, 2010.



*Tom F. Duren*  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

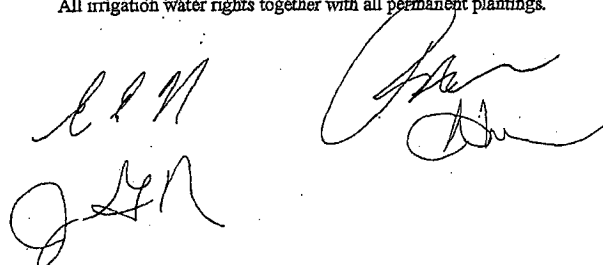
Mills County Abstract & Title Company  
P. O. Box 160  
Goldthwaite, Texas 76844-0160



Exhibit "A"

- 12 wells
- 4 - 100 hp. Electric motors - no serials
- 1 - 150 hp. Electric motor - no serial
- 1 - Submersible pump
- 5 - Amarillo Gearheads - no serials
- 1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37682
- 1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37674
- 1 - T&L 1800ft Sprinkler 2003 - Serial# 1300-16641
- 1 - Booster Pump

All irrigation water rights together with all permanent plantings.



Filed for record on the 28th day of December, A.D. 2010 @ 2:13 o'clock P.M. and  
duly recorded on the 10th day of January, A.D. 2011 @ 9:20 o'clock A.M.

By [Signature], Deputy

LINDA McDONALD, COUNTY CLERK  
CULBERSON COUNTY, TEXAS

Doc# 88888066367

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

First National Bank in Altus  
PO Box 637  
Altus, OK 73522

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
North Fork Land & Cattle Company, LLC

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
6201 Park Lane  
Guymon  
OK 73942  
US

1d. SEE INSTRUCTIONS  
ADDL. INFO RE ORGANIZATION DEBTOR  
1e. TYPE OF ORGANIZATION  
1f. JURISDICTION OF ORGANIZATION  
1g. ORGANIZATIONAL ID #, if any  
 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS  
ADDL. INFO RE ORGANIZATION DEBTOR  
2e. TYPE OF ORGANIZATION  
2f. JURISDICTION OF ORGANIZATION  
2g. ORGANIZATIONAL ID #, if any  
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
First National Bank in Altus

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
PO Box 637  
Altus  
OK 73522  
US

4. This FINANCING STATEMENT covers the following collateral:

All irrigation and drainage equipment, including moveable equipment necessary to operate the system, which is now or hereafter installed on, affixed to, placed upon, or used in connection with the Mortgaged premises, and all replacements thereof, additions thereto and substitutions therefor, including but not limited to, all wells, motors, pumps, gearheads, electrical, and pipe, and equipment attached as Exhibit B. The mortgaged premises is described on the attached EXHIBIT "A".

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach addendum.  Check to REQUEST SEARCH REPORT (if on Debtor's account)  All Debtors  Debtor 1  Debtor 2

7. ADDITIONAL FEES: \$

8. OPTIONAL FILER REFERENCE DATA

Exhibit "A"  
Culberson County Texas

Sections THIRTY-ONE (31), THIRTY-TWO (32), FORTY (40), FORTY-ONE (41), AND FORTY-TWO (42), in Block SIXTY-FOUR (64), Township SEVEN (7), T&P Ry. Co. Survey, Culberson County, Texas, containing 3,248 acres more or less.

Exhibit "B"

All irrigation and drainage equipment, including moveable equipment necessary to operate the system, which is now or hereafter installed on, affixed to, placed upon or used in connection with the mortgaged premises, and all replacements thereof, additions there to and substitutions, including but not limited to, all wells, motors, pumps, electrical, pipe and the following.

Texas Property

- 12 wells
- 4 - 100 hp. Electric motors -- no serials
- 1 - 150 hp. Electric motor -- no serial
- 1 - Submersible pump
- 5 - Amarillo Gearheads - no serials
- 1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37682
- 1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37674
- 1 - T&L 1800ft Sprinkler 2003 - Serial# 1300-16641
- 1 - Booster Pump

All irrigation water rights together with all permanent plantings.

Oklahoma Property

- 2 - Submersible pumps
- 1 - T&L 1,276 Sprinkler 2006 - Serial# 23331

All irrigation water rights

Filed for record on the 28th day of December, A.D. 2010 @ 2:13 o'clock P.M. and  
duly recorded on the 10th day of January, A.D. 2011 @ 9:25 o'clock A.M.

By Linda McDonald, Deputy

LINDA McDONALD, COUNTY CLERK  
CULBERSON COUNTY, TEXAS

Certificate of Resolutions

Date: December 20, 2010

Company: NORTH FORK LAND & CATTLE COMPANY, LLC

Date of Adoption: December 20, 2010

We, the undersigned, ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, being all of the Members and all of the Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, an Oklahoma limited liability company, certify that we have custody of the records of the Company and that we are authorized to execute and deliver this certificate of resolutions on behalf of the Company. We further certify as follows:

1. The resolutions below were duly adopted as of the Date of Adoption by written consent of the members of the Company as required by law and the Operating Agreement, as amended, of the Company. The resolutions have not been amended, modified, or rescinded and are now in full force and effect.

"RESOLVED, that the two (2) Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, being ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, are hereby authorized, empowered and directed, in the name of the Company, to execute all documents, pay all sum and fees required and to do all other things, on behalf of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, convenient or necessary, to consummate the purchase in the name of the Company of the following described Property, to-wit:

Being Sections THIRTY-ONE (31), THIRTY-TWO (32), FORTY (40), FORTY-ONE (41) and FORTY-TWO (42), in BLOCK SIXTY-FOUR (64), Township SEVEN (7), T & P Ry. Co. Survey, Culberson County, Texas, containing 3,248 acres of land, more or less, together with all rights, privileges, and appurtenances pertaining thereto, including, but not limited to: all water rights, claims, permits, strips and gores and easements, if any, and FURTHER TOGETHER WITH all improvements situated thereon and all of those items of personal property and/or fixtures described on the attached EXHIBIT "A" (the Property).

from EUGENE E. NORWOOD and wife, JEANINE G. NORWOOD. Such purchase shall be upon such terms and for such sums as the said Two (2) Managers of the Company, ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, shall in their sole and absolute discretion deem appropriate.

RESOLVED FURTHER, that the two (2) Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, being ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, are hereby authorized, empowered and directed in the name of the Company, and as its own act and deed, to execute and deliver to FIRST NATIONAL BANK IN ALTUS, a SEMI-ANNUAL ADJUSTABLE PAYMENT NOTE (the Note) in the original principal amount of \$1,680,000.00 which Note will represent the purchase price of the Property described above together with additional funds advanced. Such Note shall provide for such interest rates and repayment terms as such Managers may, in their sole and absolute discretion, determine to be satisfactory.

"RESOLVED FURTHER, that the two (2) Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, being ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, be and they are hereby authorized, empowered and directed to execute and deliver to the said FIRST NATIONAL BANK IN ALTUS a first and superior Deed of Trust and Security Agreement securing Payment said \$1,680,000.00 SEMI-ANNUAL ADJUSTABLE PAYMENT NOTE (the Note), such Deed of Trust and Security Agreement covering the Property described above and a separate Security Agreement covering the property described on the attached EXHIBIT "B". Such Deed of Trust and Security Agreement and such separate Security Agreement shall be in such form and contains such agreements and provisions as such Managers may, in their sole and absolute discretion, determine to be satisfactory.

"RESOLVED FURTHER, that the two (2) Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, being ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS be and they are hereby authorized, empowered and directed to execute and deliver to the said FIRST NATIONAL BANK IN ALTUS a Mortgage and Security Agreement and a separate Security Agreement covering the property

described on the attached EXHIBIT "B" securing said \$1,680,000.00 promissory note referred to above, such Mortgage and Security Agreement covering additional real and personal property located in Tillman County, Oklahoma and being the real property, described on the attached EXHIBIT "C" together with all improvements thereon and further together with of those items of personal property and/or fixtures described on the attached EXHIBIT "B". Such Mortgage and Security Agreement, and such separate Security Agreement covering the property described on the attached EXHIBIT "B", shall be in such form and contain such agreements and provisions as such Managers may, in their sole and absolute discretion, determine to be satisfactory.

"RESOLVED FURTHER, that the two (2) Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, being ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, be and they are hereby authorized, empowered and directed to execute and deliver all other documents, affidavits, Settlement Statements, UCC Financing Statement, and any other document necessary or convenient to consummate the purchase of the Property first described above in Culberson County, Texas, and to close the loan described above from the said FIRST NATIONAL BANK IN ALTUS. All of such other documents which may be necessary or convenient to be executed in connection with the transactions contemplated by these Resolutions shall be in such form and contains such agreements and provisions as such Managers may, in their sole and absolute discretion, determine to be satisfactory.

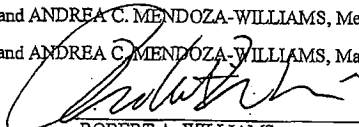
"RESOLVED FURTHER that the two (2) Managers of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC, being ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, are directed to certify the contents of these resolutions and to deliver such certification in support of the authority of the Members named in these resolutions to act on behalf of the Company, NORTH FORK LAND & CATTLE COMPANY, LLC.

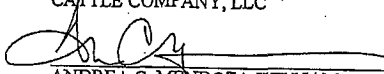
"RESOLVED, that this written consent shall have the same force and effect as a formal Members' meeting for all purposes."

RESOLVED FURTHER, that the Company confirms and ratifies all actions previously taken by any Member or Manager of the Company with respect to the transactions which are the subject of these resolutions.

2. We further certify that the Company is duly organized and existing under the laws of the state of Oklahoma, is qualified to do business there, and is in good standing there; that no proceeding is pending for the forfeiture of the Articles of Organization of the Company, as Amended, or for the dissolution, voluntary or involuntary, of the Company; that there is no provision of the Articles of Organization, as amended, limiting the powers of the members or the Managers of the Company to adopt the resolutions referred to above and that the resolutions are in conformity with the provisions of the regulations and the Articles of Organization, as amended, of the Company; that the undersigned is the keeper of the records and minutes of the proceedings of the Company; and that the following persons constitute all of the Members and all of the Managers of the Company:

- 1. ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, Members
- 2. ROBERT A. WILLIAMS and ANDREA C. MENDOZA-WILLIAMS, Managers

  
 \_\_\_\_\_  
 ROBERT A. WILLIAMS,  
 Member & Manager of NORTH FORK LAND &  
 CATTLE COMPANY, LLC

  
 \_\_\_\_\_  
 ANDREA C. MENDOZA-WILLIAMS,  
 Member & Manager of NORTH FORK LAND &  
 CATTLE COMPANY, LLC

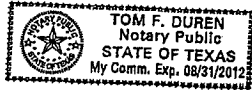
STATE OF TEXAS )

COUNTY OF MILLS )

Before me, the undersigned authority, on this day personally appeared ROBERT A. WILLIAMS proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of NORTH FORK LAND & CATTLE COMPANY, LLC, an Oklahoma limited liability company, as its Member and Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of December, 2010.

[Signature]  
Notary Public, State of Texas



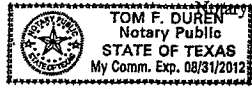
STATE OF TEXAS )

COUNTY OF MILLS )

Before me, the undersigned authority, on this day personally appeared ANDREA C. MENDOZA-WILLIAMS, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of NORTH FORK LAND & CATTLE COMPANY, LLC, an Oklahoma limited liability company, as its Member and Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of December, 2010.

[Signature]  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
MILLS COUNTY ABSTRACT & TITLE COMPANY  
P. O. BOX 160  
GOLDTHWAITE, TEXAS 76844-0160

Exhibit "A"

- 12 wells
- 4 - 100 hp. Electric motors - no serials
- 1 - 150 hp. Electric motor - no serial
- 1 - Submersible pump
- 5 - Amarillo Gearheads - no serials
- 1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37682
- 1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37674
- 1 - T&L 1800ft Sprinkler 2003 - Serial# 1300-16641
- 1 - Booster Pump

All irrigation water rights together with all permanent plantings.



Exhibit "B"

All irrigation and drainage equipment, including moveable equipment necessary to operate the system, which is now or hereafter installed on, affixed to, placed upon or used in connection with the mortgaged premises, and all replacements thereof, additions there to and substitutions, including but not limited to, all wells, motors, pumps, electrical, pipe and the following.

Texas Property

12 wells  
4 - 100 hp. Electric motors - no serials  
1 - 150 hp. Electric motor - no serial  
1 - Submersible pump  
5 - Amarillo Gearheads - no serials  
1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37682  
1 - Reinke ¼ mile Sprinkler 2007 - Serial# 1300-0507-37674  
1 - T&L 1800ft Sprinkler 2003 - Serial# 1300-16641  
1 - Booster Pump

All irrigation water rights together with all permanent plantings.

Oklahoma Property

2 - Submersible pumps  
1 - T&L 1,276 Sprinkler 2006 - Serial# 23331

All irrigation water rights

Exhibit "C"  
Tillman County Oklahoma

Tract #1: Lot Five (5) and the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Five (5), Township One (1) South, Range Nineteen (19) West of the Indian Meridian, in so far as it covers surface rights only, save, less and except a fifteen (15) acre tract described by metes and bounds as follows: Beginning at a point on the South line of said Section 5, 1,520 feet west of the SE corner, thence running North 726 feet, thence West 900 feet, thence South 726 feet to the South line of said Section 5, thence East along the South line of said Section 5, 900 feet to the point of beginning, containing 15 acres, more or less., AND save, less and except a 3.33 acre tract described as follows: Beginning at the Southeast corner of the SW/4 of the SE/4 of said Section 5, thence North 726 feet; thence West 200 feet; thence South 726 feet; thence East 200 feet to the place of beginning, containing 3.33 acres, more or less., COVERING SURFACE RIGHTS ONLY

AND  
Tract #2: The Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Five (5), Township One (1) South, Range Nineteen (19) West of the Indian Meridian, save, less and except a tract containing 12 acres, more or less, more fully described as follows: Beginning at the Southeast corner of the SW/4 of the SE/4 of said Section 5; thence North 726 feet; thence East 720 feet; thence South 726 feet; thence West 720 feet to the point of beginning, containing 12 acres, more or less., COVERING SURFACE RIGHTS ONLY

AND  
Tract #3: Lots Two (2), Three (3), Four (4) and the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4), in Section Eight (8), Township One (1) South, Range Nineteen (19) West of the Indian Meridian, save, less and except a tract of land described by metes and bounds as follows: Beginning at the Northwest Corner of said NW/4, the same point being the Northwest Corner of Lot 1, of said Section 8; Thence East along the North line of said NW/4 a distance of 726 feet; thence South and parallel to West line of said NW/4 a distance of 2640 feet to a point on the South line of said NW/4; thence West along said South line a distance of 726 feet to the Southwest Corner of said NW/4; thence North along West line of said NW/4 a distance of 2640 feet to the point of beginning, containing 33.18 acres, more or less., COVERING SURFACE RIGHTS ONLY

Tract #4: The North Half (N/2) of the Southwest Quarter (SW/4) of Section Twelve (12), Township One (1) South, Range Nineteen (19) West of the Indian Meridian.,

Tract #5: The South One-Third (1/3) of the Southeast Quarter (SE/4) of Section Twelve (12), Township One (1) South, Range Nineteen (19) West of the Indian Meridian.,

Tract #6: The Southeast Quarter (SE/4) of Section Twenty-One (21), Township One (1) South, Range Nineteen (19) West of the Indian Meridian.,

Tract #7: The Southeast Quarter (SE/4) of Section Twenty (20), Township One (1) South, Range Nineteen (19) West of the Indian Meridian.,

Filed for record on the 28th day of December, A.D. 2010 @ 2:13 o'clock P. M. and  
duly recorded on the 10th day of January, A.D. 2011 @ 9:30 o'clock P. M.

By Linda McDonald, Deputy

LINDA McDONALD, COUNTY CLERK  
CULBERSON COUNTY, TEXAS

Loan No. 857042  
Name: Eugene E. Norwood  
Capital Farm Credit, FLCA  
Goldthwaite Credit Office

RELEASE OF LIEN

# 66389

THE STATE OF TEXAS §  
COUNTY OF CULBERSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, Capital Farm Credit, FLCA, being the legal owner and holder of the note(s) and lien(s) hereinafter referred to, whether as original mortgagee or as assignee, by transfer and assignment duly recorded (or held unrecorded) in the county where the land is situated, for and in consideration of the full and final payment of all amounts owing to it on the promissory note(s) set out herein and further described in and secured by deed(s) of trust particularly identified as follows:

AMOUNT OF NOTE: \$1,200,000.00  
DATE OF DEED OF TRUST: February 6, 2006  
EXECUTED BY: Eugene E. Norwood and Jeanine G. Norwood  
RECORDED IN: Volume 67, Page 788

of the Deed of Trust Records of Culberson County, Texas, upon and against 3.248 acres of land, situated in Culberson County, to which deed(s) of trust and the recording thereof reference is here made for all legal purposes, DOES HEREBY RELEASE the land described therein from any and all liens held by the undersigned association that were created by said note(s) and deed(s) of trust, and by any agreements which may have been given in rearrangement of the debt secured by said deed(s) of trust.

- This instrument is executed in multiple originals.
- This instrument is executed in lieu of and in substitution for a similar instrument executed by on \_\_\_\_\_, which instrument was lost or misplaced before being filed for record.
- This instrument is executed in lieu of and in Correction of a similar instrument executed by on \_\_\_\_\_, and recorded in \_\_\_\_\_, Culberson County, Texas.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS RELEASE OF LIEN SHALL RELEASE ONLY THE NOTE(S) AND DEED(S) OF TRUST AND/OR LIEN(S) SPECIFICALLY DESCRIBED HEREIN BUT SHALL NOT RELEASE ANY OTHER NOTE(S) OR OBLIGATION(S) BETWEEN BORROWER(S) AND LENDER AND SHALL NOT RELEASE ANY DEED(S) OF TRUST AND/OR LIEN(S) SECURING SAID UNRELEASED NOTE(S).

EXECUTED BY CAPITAL FARM CREDIT, FLCA on the 21<sup>st</sup> day of December, 2010.

CAPITAL FARM CREDIT, FLCA  
By: Cecilia D Williams  
Cecilia D Williams, Sr. VP-Lending  
Goldthwaite Credit Office

THE STATE OF TEXAS §  
COUNTY OF MILLS §

KNOW ALL MEN BY THESE PRESENTS:

This instrument was acknowledged before me on the 21<sup>st</sup> day of December, 2010, by Cecilia D Williams, Sr. VP-Lending of the Goldthwaite Credit Office of Capital Farm Credit, FLCA, on behalf of said corporation.



By: Rachel Wright  
Notary Public

My Commission Expires: 08/30/2012

Rachel Wright  
Notary's Printed Name

Release of Lien Form- 201 Texas (Rev. 3/09)

Return To: Mills County Abstract & Title Co  
P.O. Box 160  
Goldthwaite Texas 76844

Filed for record on the 28<sup>th</sup> day of December, A.D. 2010 @ 2:13 o'clock P.M. and  
duly recorded on the 10<sup>th</sup> day of January, A.D. 2011 @ 9:35 o'clock A.M.

By: Linda McDonald, Deputy LINDA McDONALD, COUNTY CLERK  
CULBERSON COUNTY, TEXAS

Doc# 0000069054  
#Pages 19 #NFPages 0  
6/18/2013 4:20:28 PM  
Filed & Recorded in  
Official Public Records of  
County and District Clerk  
Linda McDonald  
Fees 82.00

State of Texas  
County of Culberson

I hereby certify this instrument was FILED on  
the date and at the time stamped herein by me  
and was duly RECORDED in the VOL 192 and  
Page 245 of the SSA Records of  
Culberson County, Texas on:

July 10, 2013

M. C. Linn  
By Deputy