

1574 Holiman Lane
San Angelo, Texas 76905

August 2, 2010

Michael D. Brown
County Judge
Tom Green County
122 West Harris
San Angelo, Texas 76903

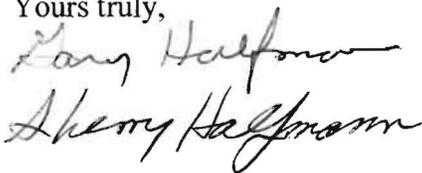
Dear Judge Brown:

We wish to exercise our option to **renew the Grazing Lease Agreement** that we currently have with Tom Green County.

We have enclosed a copy of the current agreement which expires September 30, 2010. We would like to request, for simplicity, that payment be made in full at the beginning of the lease rather than the semiannual payments in the current lease.

Thank you for your consideration of this agreement. Should you require additional information, please contact either of us at the above address or by telephone at 655-2924, 656-7078 or 234-9186.

Yours truly,



Gary Halfmann
Sherry Halfmann

Encl.

Tom Green County



Johnny S. Grimaldo
Purchasing Agent

113 W. Beauregard
San Angelo, Texas 76903
325-659-6500/Fax 325-659-5441

Mary I. Adame
Purchasing Assistant

January 18, 2007

Gary Halfmann
1574 Holiman LN.
San Angelo, TX 76903

Re: Acreage adjustment/reduction to lease agreement between Tom Green County and Gary Halfmann

Due to the reduction of available acreage, your payments have decreased to two semi-annual installments of \$271.25, due on or before the 1st of April and on or before the 1st of October. The lease agreement states each acre will be leased out at \$3.50 per acre per annum. The addition of Tom Green County 4-H building and its surrounding land have reduced the acreage from 180 acres to 155 acres of grazing land.

Along with the next scheduled payment, please provide Tom Green County with a current copy of the required Certificate of Liability Insurance.

Thank you,


Johnny S. Grimaldo
Purchasing Agent
Tom Green County

TOM GREEN COUNTY
Grazing Lease Agreement

This Grazing Lease Agreement is made and entered into by and between Tom Green County, State of Texas, hereinafter referred to as "**COUNTY**" acting by and through its duly elected County Judge whose address is 122 West Harris, San Angelo, Texas 76903-5877 and GARY L. and Sherry Halfmann, hereinafter known as "**Lessee**" whose address is 1574 Holiman Lane, San Angelo, Texas 76905.

COUNTY in consideration of the covenants and agreements hereinafter set forth does by these presents demise and lease unto Lessee, for ranching purposes only, **one hundred and seventy acres (170)** situated in Tom Green County, Texas, described as follows:

See Exhibit "A" attached hereto which is incorporated herein by reference for all purposes.

I.
TERM

The term of this lease shall be for a period of five (5) years beginning October 1, 2005, and ending on September 30, ~~2005~~²⁰¹⁰, unless terminated sooner as provided for in this lease agreement.

II.
RENT

As consideration for this lease, Lessee agrees to pay to the COUNTY at the address as shown within Paragraph X-E. the sum of \$3.50 per acre per annum, calculated upon the acreage hereinabove stated, with this rental **payable semiannually** in advance and semiannual installments of **\$297.50** each, the first of such semiannual installments in that amount being due and payable in or before October, 2005, and a like installment in the same amount being due and payable on or before the 1st day of April, 2006, and a like installment in the same amount being due payable on or before

the 1st day of each successive October and April thereafter during the entire life of this lease.

If, after the initial five (5) year term has expired, COUNTY decides to lease the Premises again, Lessee shall have the first right of refusal for an additional five (5) year lease, which **shall be exercised in writing within sixty (60) days** of written notice to Lessee that COUNTY intends to lease the property for another term. COUNTY may relet the Premises on any terms it deems advisable and shall not be bound to the terms contained in this lease. The right of first refusal shall terminate if Lessee defaults under any provision of this lease.

It is specifically agreed that in the event any of the semiannual installments become past due and remains delinquent for a period of 10 days, then the COUNTY may, at the COUNTY's option (but the COUNTY shall not be required to do so), declare this lease terminated. If the lease agreement terminates prior to the expiration date for any reason other than Lessee's default, rent shall be prorated to the date of termination, and the COUNTY shall immediately repay to Lessee all rent then prepaid and unearned.

III.

MAINTENANCE OF LEASED PREMISES

Lessee agrees during the term of this lease that Lessee will commit no waste upon the LEASED PREMISES nor permit anyone to commit waste thereon and that he will return the LEASED PREMISES to the COUNTY at the termination of this lease in as good condition as when received. In this connection, Lessee specifically agrees, at his own expense and cost, from time to time, to make such minor, routine or normal repairs and maintenance upon the improvements as may be necessary to maintain the same in a good state of repair and in a usable condition, it being distinctly understood that the COUNTY shall not be required to make any repairs upon or replacements of the improvements whatsoever.

Lessee is hereby expressly obligated to keep the fences in a good, ranchman like condition and in doing so shall replace posts when reasonably necessary and shall re-hang and re-stretch wire and do any other reasonable repair and maintenance which

might be necessary so that at all times the fences are in a good, strong, stable ranchman like condition and fully capable of turning all classes of domestic livestock.

Lessee agrees not to make any changes in, any of the fences on or around the lands without the COUNTY's written consent first being obtained.

IV.

USE OF LEASED PREMISES

Leased Premises shall be used by Lessee for domestic livestock grazing purposes only and uses normally incident thereto, and for no other purpose. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, the COUNTY shall have the right to terminate this Lease by written **notice given to the Lessee, no less than sixty (60) days** prior to the date of termination. Lessee shall use only that portion of the property leased to him.

COUNTY shall have the exclusive right to cancel this Lease Agreement or any portion of the Leased Premises for any purpose during the lease term after written notice is given to Lessee and the **elapse of sixty (60) days**.

Hunting is expressly prohibited on any part of the Leased Premises.

COUNTY reserves the right at any time to execute and deliver valid oil, gas and other mineral leases and valid right-of-way easements for gas, oil, water or sewer pipe lines, telephone, telegraph or electric transmission lines covering Leased Premises or any part thereof. In such event, this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas or other mineral lease or such easements as may have been executed heretofore or hereafter by COUNTY provided, however, if COUNTY enters into an oil, gas or other mineral lease, COUNTY shall require the mineral Lessee to fence all production sites during all phases of their operation.

Any productive acreage damaged by any such exploration activities will be deleted from this Lease for purposes of the computation of annual rents until such time, if ever, as the property can be productive again. Any damages paid to COUNTY for injury or death to livestock will be passed onto Lessee. Any other damages paid to COUNTY will remain with COUNTY.

V.

CONDITION OF LEASED PREMISES

A. No Warranty

COUNTY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISE OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

B. Maintenance

Lessee agrees to keep said Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Leased Premises cleared of all objectionable matter. In the event Lessee shall fail to keep said Leased Premises in a manner acceptable to the COUNTY, then the COUNTY, after reasonable notice and hearing, shall have the power and express authority to cause or require the Leased Premises to be cleaned, cleared, or repaired, and Lessee expressly authorizes the cost of any such cleaning, clearing or repairing to be added to the rental payment with interest at the rate of ten (10) percent per annum beginning sixty (60) days from the date on which the work was completed, until such cost is paid in full. Lessee agrees to maintain all fences, gates, roads and improvements at his own expense.

VI.

LIMITATIONS OF LESSEE IN LEASED PREMISES

A. No Assignment or Subletting

Lessee shall not assign or sublet this Lease, in whole or in part, without the prior written consent of COUNTY.

B. No Encumbrances

Lessee shall not have the right to encumber said Leased Premises. This provision shall not prohibit Lessee from encumbering his personal property which may be removed from the realty without injury to the realty.

C. County's Right to Enter

At all times during the term of the Lease, COUNTY or its authorized agents shall have the right to enter said Leased Premises for the purpose of examining and

inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease. COUNTY or its authorized agents shall make reasonable efforts to verbally notify Lessee prior to or during its entry onto the Leased Premises, provided however, notification shall not be necessary in the case of an emergency as determined by COUNTY. COUNTY, or its authorized agents shall leave all gates, gaps etc. in the same position as they were found and all exterior gates shall be locked and/or closed upon entering and leaving the property.

D. Alterations, Additions, Improvements and Fixtures

Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of COUNTY. Consent for such alterations, additions or improvements shall not be unreasonably withheld by COUNTY. All alterations, additions or improvements made by Lessee shall become the property of COUNTY at the termination of this Lease; however, Lessee shall promptly remove, if COUNTY so elects, all alterations, additions and improvements and any other property placed in or on the Leased Premises by Lessee. Lessee shall repair any damage caused by such removal. Lessee shall not be responsible for the replacement of any fences damaged or destroyed by natural causes.

E. Illegal Uses

Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee at his own expense will comply, and will cause his officers, employees, agents and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Leased Premises.

VII.

DEBTS RELATED TO LEASED PREMISES

Incidental Charges

Lessee shall pay or cause to be paid all incidental charges incurred in connection with his operations and use of the Leased Premises.

VII.

INDEMNIFICATION AND INSURANCE

COUNTY SHALL *IN NO WAY* BE RESPONSIBLE FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY LOSS OR ALLEGED LOSS FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY OF AND FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, LAWSUITS, CAUSES OF ACTION BY REASON OF ANY BODILY INJURY OR CLAIM OF BODILY INJURY TO PERSONS, OR INJURY OR DAMAGE TO PROPERTY CAUSED BY LESSEE, LESSEE'S AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY MEMBERS OF THE FAMILIES OF SUCH PERSONS, OR CAUSED BY THE LEASED PREMISES TO THE LESSEE, ITS AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY FAMILIES OF SUCH PERSONS. LESSEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES AND COSTS, FOR INJURY TO OR DEATH OF THE FOLLOWING DESIGNATED PERSONS, OR DAMAGES TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES AND MATTERS CONTEMPLATED BY THIS LEASE. IT IS SPECIFICALLY UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING IN FAVOR OF (I) ANY LESSEE HERETO, (II) ANY EMPLOYEES OF ANY LESSEE, (III) ANY INVITEE OF LESSEE, (IV) ANY GUEST OF LESSEE, AND (V) ANY PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY LESSEE TO INDEMNIFY AND PROTECT THE COUNTY FOR THE CONSEQUENCES OF COUNTY'S OWN NEGLIGENCE OR OTHER FAULT, WHETHER SUCH IS THE SOLE, OR A CONCURRING CAUSE, OF

THE INJURY, DEATH OR DAMAGE. IN ADDITION, LESSEE SHALL OBTAIN AND MAINTAIN AT LESSEE'S SOLE COST AND EXPENSE IN FULL FORCE AND EFFECT DURING THE ENTIRE TERM OF THIS LEASE A MINIMUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) PER OCCURRENCE OF GENERAL LIABILITY INSURANCE INSURING LESSEE AND THE COUNTY AGAINST LOSS, A COPY OF WHICH INSURANCE POLICY SHALL BE FURNISHED TO THE COUNTY PRIOR TO OCTOBER 1, 1997, AND ANNUALLY THEREAFTER. SUCH GENERAL LIABILITY INSURANCE POLICY SHALL SHOW COUNTY AS AN ADDITIONAL INSURED. THIS PARAGRAPH SHALL CONSTITUTE A BAR TO ANY RECOVERY BY LESSEE OR ANY EMPLOYEE, INVITEE, GUEST, OR OTHER PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE, WHICH MAY BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AND SHALL SERVE AS A DEFENSE WHICH MIGHT BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AS A BAR TO RECOVERY IN ANY SUIT INSTITUTED ON ACCOUNT OF ANY SUCH INJURIES, DEATH OR OTHERWISE.

Lessee shall obtain and maintain continuously in effect at all times during the term hereof, casualty insurance upon the Leased Premises and improvements thereon in such amounts as to insure the repair or replacement thereof in the event of casualty. Lessee covenants that such insurance proceeds will be invested in the repair and/or replacement of said Leased Premises and/or improvements that may be damaged or destroyed. All insurance policies required herein shall be drawn in the name of Lessee, with the COUNTY, its Commissioners' Court, officials, agents and employees named as additional insureds.

Lessee shall furnish COUNTY with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage's and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, the Lessee shall immediately provide to the COUNTY written notice upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable

requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for COUNTY shall be mailed in accordance with the notice provisions of this Lease Agreement.

The Lessee shall require his insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against COUNTY its Commissioners' Court members, officials, officers, agents and employees. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations, notwithstanding said policy of insurance, are for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted on the Leased Premises.

Tom Green County shall be named an additional insured on Lessee's insurance coverage pertaining to Lessee's grazing lease with the City of San Angelo.

VIII.

DEFAULT/ABANDONMENT OF LEASED PREMISES

In the event Lessee shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of sixty (60) days, COUNTY shall have the right to terminate this Lease. COUNTY will give Lessee sixty (60) days written notice of its intention to terminate the Lease, and Lessee will have such sixty (60) days within which to cure such default and thereby avoid termination.

IX.

SURRENDER OF LEASED PREMISES; ABANDONED PROPERTY

The Leased Premises and any improvements and fixtures shall remain the property of COUNTY and shall be restored to possession of COUNTY in good condition (reasonable wear and tear, Acts of God, or casualties associated with civil disorders or military activities excepted). Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to COUNTY upon termination of this Lease.

All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of COUNTY.

X.

MISCELLANEOUS

A. Invalid or Illegal Provisions

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

B. Terms of the Essence

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE THE COUNTY, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

C. Cumulative Remedies

Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to COUNTY hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of COUNTY contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and COUNTY shall have the right to pursue any one or all such remedies or any

other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by COUNTY of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

D. Reimbursement of County's Expenses

Lessee shall pay on demand all of COUNTY's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fee and collection of payments, taxes and other assessments.

E. Notices

Any notice or demand that either party desires or is require to be given b this Lease Agreement *shall be in writing and shall be deemed sufficient if sent by United States certified mail return receipt requested, postage prepaid* to the following:

If to County: Tom Green County
124 West Beauregard
San Angelo, TX 76903-5851
Attn.: Administrative Service Director

If to Lessee: Gary L. and Sherry Halfmann
1574 Holiman Lane
San Angelo, TX 76905

F. Amendments

No modification of this Lease shall be binding unless it be writing and executed in due form by all of the parties hereto. Furthermore, Lessee takes this Lease Agreement and the Lease Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to a statutes, ordinances and regulations of competent government authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

G. Relationship of COUNTY and Lessee

The relationship between COUNTY and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

H. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.

I. Interpretation

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

J. Late Payments

Lessee shall pay to the COUNTY a late charge, for any fee received by the COUNTY after the date that the fee is due in the amount of ten percent (10%) per annum of the outstanding fee; provided however, that this provision for late charges shall not be construed as a waiver of the right of COUNTY to terminate this Lease at its option as authorized herein.

K. Hold Over

It is distinctly understood and agreed by and between the COUNTY and the Lessee that any holding over by Lessee of the herein demised Leased Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of COUNTY.

L. Entire Agreement

The Lease Agreement constitutes the entire agreement between the parties hereto, and COUNTY is not bound by any agreement, stipulation or representation made by any agent, employee or official of COUNTY.

STATE OF TEXAS §

COUNTY OF TOM GREEN §

TOM GREEN COUNTY
Grazing Lease Agreement

IN WITNESS WHEREOF TOM GREEN COUNTY and Gary L. and Sherry Halfmann have executed this agreement as of the date first above written.

Executed in duplicate originals on the dates specified below.

LESSEE:

By: _____
Gary L. Halfmann, Lessee

By: _____
Sherry Halfmann, Lessee

This instrument was acknowledged before me on the _____ day of _____, 200____, by Gary L. Halfmann and Sherry Halfmann.

Notary Public, State of Texas

LESSOR:

By: _____
[Signature]
Michael D. Brown, County Judge,
TOM GREEN COUNTY Acting In his official
capacity and not individually.

Subscribed and acknowledged before me by the said County Official, on this the 17th day of August, 2005.
(Michael D. Brown)

ATTEST:



Elizabeth McGill
Elizabeth McGill, County Clerk
Tom Green County, Texas

TOM GREEN COUNTY
Grazing Lease Agreement - 1997

This Grazing Lease Agreement is made and entered into by and between Tom Green County, State of Texas, hereinafter referred to as "**COUNTY**" acting by and through its duly elected County Judge whose address is 122 West Harris, San Angelo, Texas 76903-5877 and GARY L. and Sherry Halfmann, hereinafter known as "**Lessee**" whose address is 1574 Holiman Lane, San Angelo, Texas 76905.

COUNTY in consideration of the covenants and agreements hereinafter set forth does by these presents demise and lease unto Lessee, for ranching purposes only, one **hundred and eighty acres (180)** situated in Tom Green County, Texas, described as follows:

See Exhibit "A" attached hereto which is incorporated herein by reference for all purposes, save and except twenty (20) acres to be designated by the COUNTY at a future date.

I.

TERM

The term of this lease shall be for a period of three (3) years beginning October 1, 1997, and ending on September 30, 2000, unless terminated sooner as provided for in this lease agreement.

II.

RENT

As consideration for this lease, Lessee agrees to pay to the COUNTY at the address as shown within Paragraph X-E. the sum of \$3.50 per acre per annum, calculated upon the acreage hereinabove stated, with this rental payable semiannually in advance and semiannual installments of \$315.00 each, the first of such semiannual installments in that amount being due and payable on or before October 1, 1997, and a like installment in the same amount being due and payable on or before the 1st day of April, 1998, and a like installment in the same amount being due payable on or before

the 1st day of each successive October and April thereafter during the entire life of this lease.

If, after the initial three (3) year term has expired, COUNTY decides to lease the Premises again, Lessee shall have the first right of refusal for an additional five (5) year lease, which shall be exercised in writing within sixty (60) days of written notice to Lessee that COUNTY intends to lease the property for another term. COUNTY may relet the Premises on any terms it deems advisable and shall not be bound to the terms contained in this lease. The right of first refusal shall terminate if Lessee defaults under any provision of this lease.

It is specifically agreed that in the event any of the semiannual installments become past due and remains delinquent for a period of 10 days, then the COUNTY may, at the COUNTY's option (but the COUNTY shall not be required to do so), declare this lease terminated. If the lease agreement terminates prior to the expiration date for any reason other than Lessee's default, rent shall be prorated to the date of termination, and the COUNTY shall immediately repay to Lessee all rent then prepaid and unearned.

III.

MAINTENANCE OF LEASED PREMISES

Lessee agrees during the term of this lease that Lessee will commit no waste upon the LEASED PREMISES nor permit anyone to commit waste thereon and that he will return the LEASED PREMISES to the COUNTY at the termination of this lease in as good condition as when received. In this connection, Lessee specifically agrees, at his own expense and cost, from time to time, to make such minor, routine or normal repairs and maintenance upon the improvements as may be necessary to maintain the same in a good state of repair and in a usable condition, it being distinctly understood that the COUNTY shall not be required to make any repairs upon or replacements of the improvements whatsoever.

Lessee is hereby expressly obligated to keep the fences in a good, ranchmanlike condition and in doing so shall replace posts when reasonably necessary and shall re-hang and re-stretch wire and do any other reasonable repair and maintenance which

might be necessary so that at all times the fences are in a good, strong, stable ranchmanlike condition and fully capable of turning all classes of domestic livestock.

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Leased Premises shall be used by Lessee for domestic livestock grazing purposes only and uses normally incident thereto, and for no other purpose. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, the COUNTY shall have the right to terminate this Lease by written notice given to the Lessee, no less than sixty (60) days prior to the date of termination. Lessee shall use only that portion of the property leased to him.

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Hunting is expressly prohibited on any part of the Leased Premises.

COUNTY reserves the right at any time to execute and deliver valid oil, gas and other mineral leases and valid right-of-way easements for gas, oil, water or sewer pipe lines, telephone, telegraph or electric transmission lines covering Leased Premises or any part thereof. In such event, this Lease Agreement shall be subject and subordinate to the rights, terms and privileges of any such oil, gas or other mineral lease or such easements as may have been executed heretofore or hereafter by COUNTY provided, however, if COUNTY enters into an oil, gas or other mineral lease, COUNTY shall require the mineral Lessee to fence all production sites during all phases of their operation.

Any productive acreage damaged by any such exploration activities will be deleted from this Lease for purposes of the computation of annual rents until such time, if ever, as the property can be productive again. Any damages paid to COUNTY for injury or death to livestock will be passed onto Lessee. Any other damages paid to COUNTY will remain with COUNTY.

V.

CONDITION OF LEASED PREMISES

A. No Warranty

COUNTY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISE OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE.

B. Maintenance

Lessee agrees to keep said Leased Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Leased Premises cleared of all objectionable matter. In the event Lessee shall fail to keep said Leased Premises in a manner acceptable to the COUNTY, then the COUNTY, after reasonable notice and hearing, shall have the power and express authority to cause or require the Leased Premises to be cleaned, cleared, or repaired, and Lessee expressly authorizes the cost of any such cleaning, clearing or repairing to be added to the rental payment with interest at the rate of ten (10) percent per annum beginning sixty (60) days from the date on which the work was completed, until such cost is paid in full. Lessee agrees to maintain all fences, gates, roads and improvements at his own expense.

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LIMITATIONS OF LESSEE IN LEASED PREMISES

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Lessee shall not assign or sublet this Lease, in whole or in part, without the prior written consent of COUNTY.

B. No Encumbrances

Lessee shall not have the right to encumber said Leased Premises. This provision shall not prohibit Lessee from encumbering his personal property which may be removed from the realty without injury to the realty.

C. County's Right to Enter

At all times during the term of the Lease, COUNTY or its authorized agents shall have the right to enter said Leased Premises for the purpose of examining and

inspecting the same and determining whether Lessee shall have complied with all of its obligations hereunder in respect to all the terms and conditions of this Lease. COUNTY or its authorized agents shall make reasonable efforts to verbally notify Lessee prior to or during its entry onto the Leased Premises, provided however, notification shall not be necessary in the case of an emergency as determined by COUNTY. COUNTY, or its authorized agents shall leave all gates, gaps etc. in the same position as they were found and all exterior gates shall be locked and/or closed upon entering and leaving the property.

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E. Illegal Uses

Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee at his own expense will comply, and will cause his officers, employees, agents and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of the Leased Premises.

VII.

DEBTS RELATED TO LEASED PREMISES

A. Taxes

Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every kind and description which during the term of this Lease may be levied on or assessed against the Leased Premises in, or on, the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to COUNTY or Lessee, or to which either of them may become liable. Lessee shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and hold harmless COUNTY from all such taxes, fees, charges and assessments including attorney fees and court costs.

B. Incidental Charges

Lessee shall pay or cause to be paid all incidental charges incurred in connection with his operations and use of the Leased Premises.

VII.

INDEMNIFICATION AND INSURANCE

COUNTY SHALL *IN NO WAY* BE RESPONSIBLE FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY LOSS OR ALLEGED LOSS FOR ANY ACTS OF THE LESSEE, HIS AGENTS, EMPLOYEES OR GUESTS. LESSEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY OF AND FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, LAWSUITS, CAUSES OF ACTION BY REASON OF ANY BODILY INJURY OR CLAIM OF BODILY INJURY TO PERSONS, OR INJURY OR DAMAGE TO PROPERTY CAUSED BY LESSEE, LESSEE'S AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY MEMBERS OF THE FAMILIES OF SUCH PERSONS, OR CAUSED BY THE LEASED PREMISES TO THE LESSEE, ITS AGENTS, EMPLOYEES, INVITED GUESTS, INCLUDING BUT NOT LIMITED TO ANY FAMILIES OF SUCH PERSONS. LESSEE AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES

OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES AND COSTS, FOR INJURY TO OR DEATH OF THE FOLLOWING DESIGNATED PERSONS, OR DAMAGES TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITIES AND MATTERS CONTEMPLATED BY THIS LEASE. IT IS SPECIFICALLY UNDERSTOOD THAT THIS INDEMNITY SHALL INCLUDE ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING IN FAVOR OF (I) ANY LESSEE HERETO, (II) ANY EMPLOYEES OF ANY LESSEE, (III) ANY INVITEE OF LESSEE, (IV) ANY GUEST OF LESSEE, AND (V) ANY PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY LESSEE TO INDEMNIFY AND PROTECT THE COUNTY FOR THE CONSEQUENCES OF COUNTY'S OWN NEGLIGENCE OR OTHER FAULT, WHETHER SUCH IS THE SOLE, OR A CONCURRING CAUSE, OF THE INJURY, DEATH OR DAMAGE. IN ADDITION, LESSEE SHALL OBTAIN AND MAINTAIN AT LESSEE'S SOLE COST AND EXPENSE IN FULL FORCE AND EFFECT DURING THE ENTIRE TERM OF THIS LEASE A MINIMUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) PER OCCURRENCE OF GENERAL LIABILITY INSURANCE INSURING LESSEE AND THE COUNTY AGAINST LOSS, A COPY OF WHICH INSURANCE POLICY SHALL BE FURNISHED TO THE COUNTY PRIOR TO OCTOBER 1, 1997, AND ANNUALLY THEREAFTER. SUCH GENERAL LIABILITY INSURANCE POLICY SHALL SHOW COUNTY AS AN ADDITIONAL INSURED. THIS PARAGRAPH SHALL CONSTITUTE A BAR TO ANY RECOVERY BY LESSEE OR ANY EMPLOYEE, INVITEE, GUEST, OR OTHER PERSON WHO COMES ON THE LEASE LEASED PREMISES WITH THE EXPRESSED OR IMPLIED PERMISSION OF LESSEE, WHICH MAY BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AND SHALL SERVE AS A DEFENSE WHICH MIGHT BE URGED AND TAKEN ADVANTAGE OF BY COUNTY AS A BAR TO RECOVERY IN ANY SUIT INSTITUTED ON ACCOUNT OF ANY SUCH INJURIES, DEATH OR OTHERWISE.

Lessee shall obtain and maintain continuously in effect at all times during the term hereof, casualty insurance upon the Leased Premises and improvements thereon

in such amounts as to insure the repair or replacement thereof in the event of casualty. Lessee covenants that such insurance proceeds will be invested in the repair and/or replacement of said Leased Premises and/or improvements which may be damaged or destroyed. All insurance policies required herein shall be drawn in the name of Lessee, with the COUNTY, its Commissioners' Court, officials, agents and employees named as additional insureds.

Lessee shall furnish COUNTY with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage's and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, the Lessee shall immediately provide to the COUNTY written notice upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for COUNTY shall be mailed in accordance with the notice provisions of this Lease Agreement.

The Lessee shall require his insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against COUNTY its Commissioners' Court members, officials, officers, agents and employees. The procuring of such policy of insurance shall not be construed to be a limitation upon Lessee's liability or as a full performance on its part of the indemnification provisions of this Lease. Lessee's obligations, notwithstanding said policy of insurance, are for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted on the Leased Premises.

Tom Green County shall be named an additional insured on Lessee's insurance coverage pertaining to Lessee's grazing lease with the City of San Angelo.

VIII.

DEFAULT/ABANDONMENT OF LEASED PREMISES

In the event Lessee shall (1) abandon the Leased Premises or (2) default in performance of any of the covenants and conditions required herein to be kept and performed by Lessee and such default continues for a period of sixty (60) days, COUNTY shall have the right to terminate this Lease. COUNTY will give Lessee sixty (60) days written notice of its intention to terminate the Lease, and Lessee will have such sixty (60) days within which to cure such default and thereby avoid termination.

IX.

SURRENDER OF LEASED PREMISES; ABANDONED PROPERTY

The Leased Premises and any improvements and fixtures shall remain the property of COUNTY and shall be restored to possession of COUNTY in good condition (reasonable wear and tear, Acts of God, or casualties associated with civil disorders or military activities excepted). Lessee agrees to promptly and peacefully deliver possession of the Leased Premises and improvements to COUNTY upon termination of this Lease. All items of personal property, remaining in or on the Leased Premises after the expiration of sixty (60) days following the termination of this Lease shall be deemed abandoned by Lessee and shall become the property of COUNTY.

X.

MISCELLANEOUS

A. Invalid or Illegal Provisions

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intent of the parties that the remainder of this Lease shall not be affected. It is also the intent of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there are added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible to be legal.

B. Terms of the Essence

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES HERETO THAT EACH AND EVERY TERM, STIPULATION AND RESTRICTION

CONTAINED HEREIN IS OF THE ESSENCE TO THIS LEASE AGREEMENT, THE VIOLATION OF WHICH SHALL ENTITLE THE COUNTY, AT ITS OPTION, TO TERMINATE THIS LEASE. FAILURE TO EXERCISE SUCH OPTION AT ANY TIME SHALL NEVER BE CONSTRUED AS A WAIVER OF ANY CONDITION OF THIS LEASE.

C. Cumulative Remedies

Any termination of this agreement shall not relieve Lessee from the payment of any sum or sums that then shall be due and payable to COUNTY hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such sum or sums or claim for damages by any remedy provided by law, or from recovering damages from Lessee for any default thereunder. All rights, options and remedies of COUNTY contained in this Lease Agreement or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and COUNTY shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease Agreement. No waiver by COUNTY of a breach of any of the covenants, conditions, agreements or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

D. Reimbursement of County's Expenses

Lessee shall pay on demand all of COUNTY's expenses including, but not limited to, attorney's fees and court costs incurred in enforcing any of Lessee's obligations under this Lease, which include, but are not limited to, collection of annual rental fee and collection of payments, taxes and other assessments.

E. Notices

Any notice or demand that either party desires or is require to be given b this Lease Agreement *shall be in writing and shall be deemed sufficient if sent by United States certified mail return receipt requested, postage prepaid* to the following:

If to County: Tom Green County
124 West Beauregard
San Angelo, TX 76903-5851
Attn.: Administrative Service Director

If to Lessee: Gary L. Halfmann
1574 Holiman Lane
San Angelo, TX 76905

F. Amendments

No modification of this Lease shall be binding unless it be writing and executed in due form by all of the parties hereto. Furthermore, Lessee takes this Lease Agreement and the Lease Premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to a statutes, ordinances and regulations of competent government authority affecting the occupancy and use thereof, and the construction and maintenance of improvements thereof.

G. Relationship of COUNTY and Lessee

The relationship between COUNTY and Lessee at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

H. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this Lease Agreement.

I. Interpretation

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tom Green County, Texas.

J. Late Payments

Lessee shall pay to the COUNTY a late charge, for any fee received by the COUNTY after the date that the fee is due in the amount of ten percent (10%) per annum of the outstanding fee; provided however, that this provision for late charges shall not be construed as a waiver of the right of COUNTY to terminate this Lease at its option as authorized herein.

K. Hold Over

It is distinctly understood and agreed by and between the COUNTY and the Lessee that any holding over by Lessee of the herein demised Leased Premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of COUNTY.

L. Entire Agreement

The Lease Agreement constitutes the entire agreement between the parties hereto, and COUNTY is not bound by any agreement, stipulation or representation made by any agent, employee or official of COUNTY.

TOM GREEN COUNTY
Grazing Lease Agreement

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

IN WITNESS WHEREOF TOM GREEN COUNTY and Sherry Halfmann and Gary L. Halfmann have executed this agreement as of the date first above written.

Executed in duplicate originals on the dates specified below.

LESSEE

By: *Sherry Halfmann*
Sherry Halfmann

By: *Gary L. Halfmann*
Gary L. Halfmann

This instrument was acknowledged before me on this the _____ day of _____, 2005.

ANITA D. DUNLAP
Notary Public
STATE OF TEXAS
My Commission Expires 04/11/11
Notary Public, State of Texas
Anita Dunlap

TOM GREEN COUNTY

By: *Michael D. Brown*
Michael D. Brown, County Judge
Acting in his capacity as County Judge for
Tom Green County, Texas, and not individually.

This instrument was acknowledged before me on this the 25th day of October, 2005,
by Michael D. Brown, County Judge for Tom Green County, Texas.

Elizabeth McGill
Elizabeth McGill, County Clerk
Tom Green County, Texas



EXHIBIT "A"
FIELD NOTES
PROPERTY A

200.000 Acres

96-A-406
April 17, 1996

Being an area of 200.000 acres of land out of Mrs. Julia A. Egglestone Survey 2, Abstract No. 4984, J. Fenner Survey 1, Abstract No. 4985, and J. W. Johnson Survey 10, Abstract No. 8134, Tom Green County, Texas and also being out of that certain 5278.9 acre tract described by Warranty Deed recorded in Volume 327, Page 65, Official Public Records of Real Property of said Tom Green County and said 200.000 acre tract being more particularly described by metes and bounds as follows;

Beginning at a $\frac{1}{2}$ " iron pipe set for the north corner of this tract and being in the east line of said Survey 2, 2527.27 feet S. $00^{\circ} 23' 28''$ W. from a 2" iron pipe found for the northeast corner of said Survey 2 and from said beginning corner a fence post bears S. $37^{\circ} 34' 48''$ W. 11.17 feet;

Thence with the northeast line of this tract and across said 5278.9 acre tract, S. $57^{\circ} 13' 37''$ E. 1994.86 feet to a $\frac{1}{2}$ " iron pipe set for the east corner of this tract;

Thence with the southeast line of this tract, S. $32^{\circ} 46' 23''$ W. 4263.43 feet to a $\frac{1}{2}$ " iron pipe set for the south corner of this tract;

Thence with the southwest line of this tract, N. $57^{\circ} 13' 37''$ W. at 1153.08 feet pass a $\frac{3}{8}$ " iron rod found for the east corner of a certain 22.27 acre tract described by deed recorded in Volume 199, Page 586, Official Public Records of Real Property, in all a total distance of 2320.33 feet to a $\frac{1}{2}$ " iron pipe set for the west corner of this tract and from which fence post bears S. $80^{\circ} 46' 52''$ E. 1.22 feet and also being the north corner of said 22.27 acre tract and being in the west or northwest line of said 5278.9 acre tract and east or southeast right-of-way line of U. S. Hwy. 67 and 277;

Thence with the west or northwest line of this tract and said 5278.9 acre tract and said right-of-way of U. S. Hwy. 67 and 277 a curve right, having a radius of 1796.86 feet, central angle for this part of $09^{\circ} 03' 55''$, arc length of 284.29 feet and whose long chord bears N. $47^{\circ} 41' 50''$ E. 284.00 feet to a point from which a punch mark in brass disk right-of-way marker bears S. $15^{\circ} 40' 26''$ W. 0.65 feet to the end of this curve and beginning of another curve to the right;

Thence with said curve to the right, having a radius of 2433.48 feet central angle of $06^{\circ} 00' 00''$, arc length of 254.83 feet and whose long chord bears N. $55^{\circ} 13' 47''$ E. 254.72 feet to a point from which a punch mark in brass disk right-of-way marker bears S. $15^{\circ} 17' 50''$ E. 0.74 feet;

Thence N. 58° 13' 47" E. 499.40 feet to a point from which a punch mark in brass disk right-of-way marker bears S. 35° 50' 51" E. 0.62 feet for the beginning of a curve to the left;

Thence with said curve to the left, having a radius of 2295.48 feet, central angle of 07° 00' 00", arc length of 280.45 feet and whose long chord bears N. 54° 43' 47" E. 280.27 feet to a ½" iron pipe set for the end of this curve and the beginning of another curve to the left;

Thence with said curve to the left, having a radius of 1750.02 feet, central angle of 56° 26' 00", arc length of 1723.68 feet and whose long chord bears N. 23° 00' 47" E. 1654.84 feet to a point from which a punch mark in brass disk right-of-way marker bears N. 77° 58' 57" W. 0.29 feet for the end of this curve and beginning of another curve to the left;

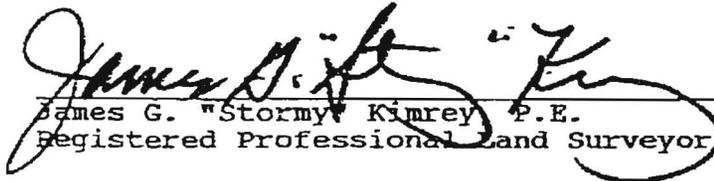
Thence with said curve to the left, having a radius of 2295.48 feet central angle of 02° 43' 14", arc length of 109.00 feet and whose long chord bears N. 06° 33' 50" W. 108.99 feet to a point from which a punch mark in brass disk right-of-way marker bears N. 85° 02' 58" W. 0.47 feet for the beginning of a curve to the right;

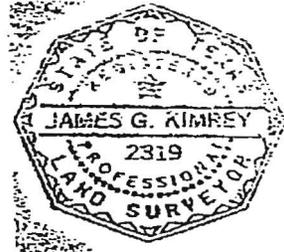
Thence with said curve to the right, having a radius of 573.69 feet, central angle of 41° 15' 21", arc length of 413.09 feet and whose long chord bears N. 12° 58' 18" E. 404.22 feet to a found punch mark in brass disk right-of-way marker for the end of this curve;

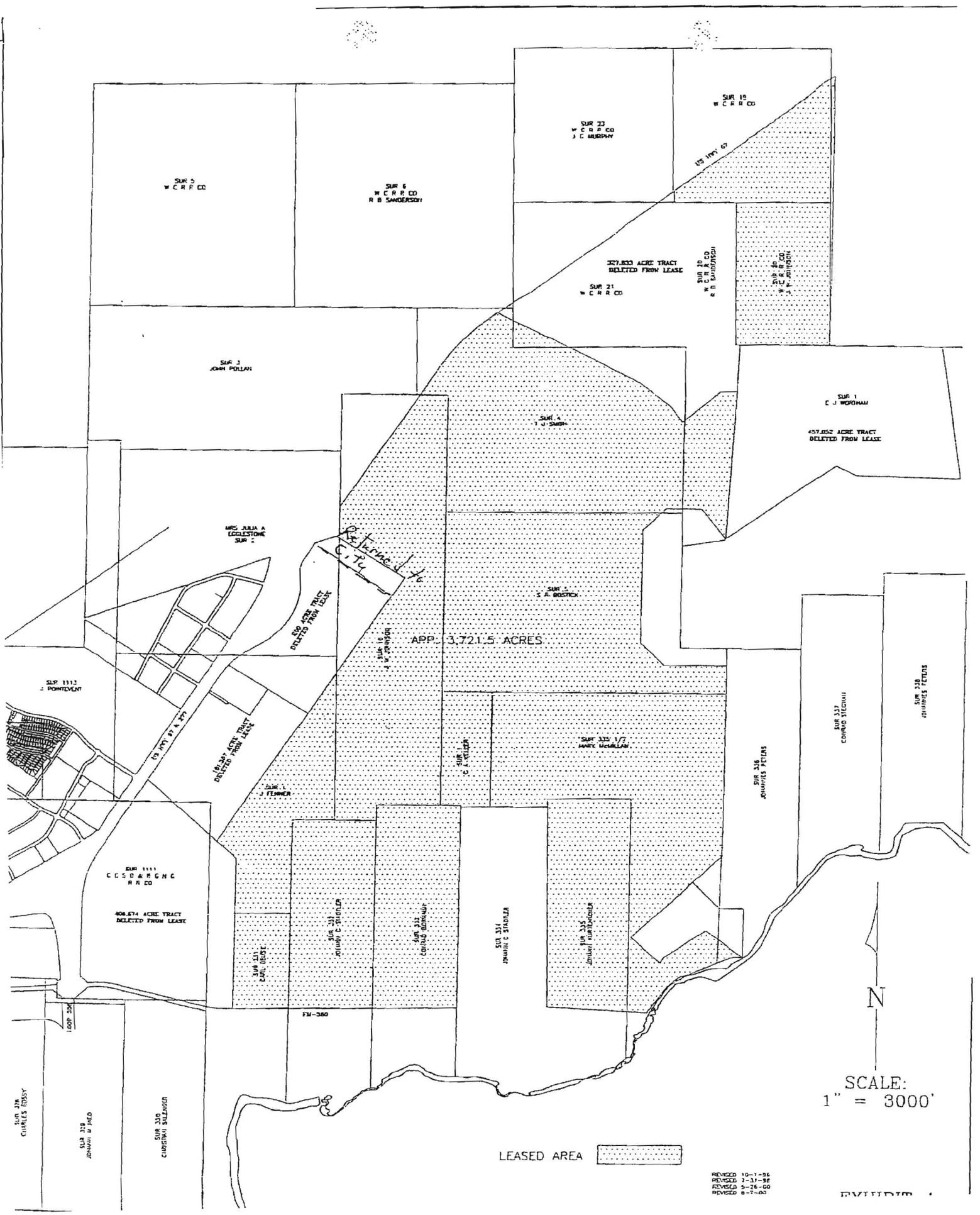
Thence N. 32° 48' 45" E. 325.15 feet to a found punch mark in brass disk right-of-way marker;

Thence N. 27° 59' 12" E. 184.45 feet to a ½" iron pipe set for a northwest corner of this tract and from which a fence post bears N. 37° 34' 48" E. 3.07 feet;

Thence N. 70° 21' 11" E. 553.06 feet to the point of beginning and containing an area of 200.000 acres of land.


James G. "Stormy" Kimrey P.E.
Registered Professional Land Surveyor No. 2319





*Returned to
C. T. L.*

APP. 3,721.5 ACRES

SCALE:
1" = 3000'

LEASED AREA

REVISED 10-1-86
REVISED 7-31-88
REVISED 5-28-89
REVISED 8-7-89

EV-1012

SUR 5
W C R R CO

SUR 6
W C R R CO
R B SANDERSON

SUR 23
W C R R CO
J C MURPHY

SUR 19
W C R R CO

SUR 3
JOHN POLLAN

327,800 ACRE TRACT
DELETED FROM LEASE
SUR 21
W C R R CO

SUR 20
W C R R CO
R B SANDERSON

SUR 18
W C R R CO
J. F. JOHNSON

SUR 1
C. J. WORMAN
457,852 ACRE TRACT
DELETED FROM LEASE

SUR 4
J. J. SAUNDERS

MRS. ABRA A
ECCLESTONE
SUR 2

425 ACRE TRACT
DELETED FROM LEASE

SUR 7
S. R. BOSTICK

SUR 1112
POMEROY

10,237 ACRE TRACT
DELETED FROM LEASE

SUR 16
W. W. JOHNSON

SUR 10
C. F. VILLER

SUR 110
AMAR MERRILL

SUR 8
J. FLEMMER

SUR 116
CONRAD STEWART

SUR 1111
C. C. S. & R. G. N. C.
R R CO

408,674 ACRE TRACT
DELETED FROM LEASE

SUR 111
CARL BEIST

SUR 111
JOHN W. C. SPENCER

SUR 111
CONRAD STEWART

SUR 111
JOHN W. C. SPENCER

SUR 115
AMAR MERRILL

SUR 118
CHARLES ROBBY

SUR 118
JOHN W. C. SPENCER

SUR 118
CONSISTENT SLENDER

FM-380

N