

(a) The following matters evidenced by any documents of record in any county within which any part of the Property is located, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:

(i) all easements, rights of way, and in-street lines, and also utility easements common to any platted subdivision which includes any part of the Property,

(ii) oil, gas, mineral, and/or mining leases and prior reservations or conveyances of any interest in the oil, gas, and mineral estate.

(b) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:

(i) restrictive covenants, boundary and common party-wall agreements, building codes, zoning regulations and ordinances, and other laws, regulations, and ordinances of any governmental authority governing the use or occupancy of any part of the Property, and any violation thereof, regardless of when asserted,

(ii) any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments or protrusions, overlapping of improvements, and other matters that would be revealed by a current survey on the ground or inspection of the Property,

(iii) the rights of any tenants or other parties in possession of any part of the Property, and

(iv) ad valorem taxes and any special assessments by taxing authorities for the current year have been prorated between Grantor and Grantee, and Grantee hereby assumes and agrees to pay all such taxes and assessments for the current and subsequent years, and Grantee further assumes and agrees to pay any and all subsequent ad valorem tax assessments for prior years resulting from any change in land usage or ownership for which any exemption or value exemption has been claimed by Grantor or its predecessor.

(c) Grantor expressly saves, retains, reserves and accepts from this sale and transfer, and reserves unto itself and its successors and assigns, all oil, gas and other minerals (including, but not limited to, helium, lignite, sulfur, geothermal resources and other underground solid, liquid, gaseous substances, and other underground energy productive resources), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, and all mineral and royalty rights whatsoever, in, on, under and pertaining to the hereinabove described Property herein sold, as well as the right to grant any and all oil, gas and mineral leases, including, but not by way of limitation, the free right and enjoyment of ingress and egress upon, over and across said lands and the use thereof, and the right to lay and construct pipelines and roadways, explore for, mine, drill, produce, extract, treat, store and dispose of said minerals, and Grantor shall have all the other privileges and uses usually and customarily included in oil, gas and mineral leases; except that relative to these reservations and rights concerning properties Grantor shall not have any rights of ingress and egress for purposes of exploration or exploitation of such oil, gas or other minerals from the surface thereof; it being the intention hereof that this reservation may be exercised only by directional drilling, drainage or unitization and that Grantor will have no right to unitize the surface for any purpose whatsoever. Grantor is to receive all bonuses, rentals and royalties payable under any such lease or leases.

(d) For the purposes of the reservation contained in subparagraph (c) above, Grantor and Grantee do hereby covenant and agree that the terms oil, gas and minerals shall be defined as follows: