



**CAUTION**

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in content order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

*Archives and Records Staff*

ATTENTION FILE USERS!  
This file has been placed in table of contents order.  
RETURN TO VAULT WITH DOCUMENTS IN ORDER!

INACTIVE  
DATE 09/01/2010  
LEASING MB  
MAPS ~~H~~  
GIS KW

Rentals: *[Signature]*  
Lease *[Signature]*  
Admin: *[Signature]*  
Mineral  
Maps: *[Signature]*

STATE LEASE

MF106271

CONTROL BASEFILE COUNTY  
-----  
18-625 155123 - BURLESON /026

SURVEY : COLES JOHN P  
BLOCK :  
TOWNSHIP :  
SECTION/TRACT :  
PART :  
ACRES : 160.00  
DEPTH LIMITS : NO

LESSEE : MONTERREY PETROLEUM CORP  
LEASE DATE : Jun 01 1974  
PRIMARY TERM : 5 yrs  
BONUS (\$) : 0.00  
RENTAL (\$) : 0.00  
ROYALTY : .041667  
VAR ROYALTY :



F-037909

CONTENTS OF FILE NO. MF 106271

1. Lease 9/25/03

2. Fee 5/26/06

3. Partial Notification 5/26/06

4. Special Warranty Deed 5/26/06

5. G10 letter 5/30/06

See MF103287 # 14 for G10

letter & Reports 7/27/07

6. Assignment 8/1/07

7. ASSIGNMENT FILED IN MF- 11/10/08

Scanned sm 8/14/13

8 email to FM 8-7-14

scanned PJ 10-28-14

Ret. to CB Re-Record & Ret. to Kathi Green  
AAT 42361

# OIL, GAS AND MINERAL LEASE

ADD  
ESPT

THIS AGREEMENT made this 1st day of June 1974 between Patience Chance  
Thomason individually and as Trustee under the Will of George G. Chance, Deceased  
Patience Couch Evans, Trustee Under the Will of George G. Chance, Deceased and  
Nelson D. Durst, Trustee Under the Will of George G. Chance, Deceased  
Lessor (whether one or more), and Skelly Oil Company, Lessee,

### WITNESSETH:

1. Lessor, in consideration of Ten and No/100 Dollars (\$ 10.00),  
in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for  
the purposes of (a) exploring, prospecting, drilling and mining thereof for the producing therefrom, and from lands operated therewith, oil, gas and all other  
minerals, (b) saving, treating, transporting and caring for said products, (c) removing therefrom, and from lands operated therewith, water, brine and other  
refuse, and injecting the same, gas, and any other substances into the subsurface thereof, (d) exercising all rights and privileges hereinafter granted to Lessee,  
and (e) constructing, operating and maintaining thereon all structures and facilities necessary or convenient for any and all said purposes, together with the  
reversionary rights of Lessor, the following described land in Burleson County, Texas, to-wit:

Being 2,726.9 acres of land more or less, out of the John P. Coles Survey, Abstract 12, Burleson County, Texas, and being the same land described as First Tract, Second Tract, Third Tract, Fourth Tract, Fifth Tract, Sixth Tract, Seventh Tract, Eighth Tract, Ninth Tract, Tenth Tract, Eleventh Tract, Twelfth Tract, Thirteenth Tract, Fourteenth Tract, Seventeenth Tract, Eighteenth Tract and Nineteenth Tract in that certain Oil, Gas and Mineral Lease dated March 14, 1961, from William E. Thomason et al to B. Coleman Renick, recorded in Volume 143, Page 450 of the Deed Records of Burleson County, Texas.

15 340

For the purpose of calculating the payments hereinafter provided for, said land (called "leased premises") is estimated to comprise 2,726.9 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from the leased premises or this lease is continued in force by any other provisions hereof.

3. The royalties to be paid by Lessee are: (a) on oil (exclusive of casinghead gas and all substances contained therein) 1/6 of that produced and saved from the leased premises, the same to be delivered at the well or to the credit of Lessor into the pipeline to which the well may be connected, or Lessee may from time to time purchase such royalty oil and pay Lessor the market price therefor at the well prevailing for the field where produced on the date of purchase; (b) on gas in its natural state or otherwise (including condensate), casinghead gas and all other gaseous substances, and all substances contained therein produced therewith, produced from the leased premises and used off the premises, or used for the extraction of gasoline or other products therefrom, 1/12 of the market value thereof at the well, and, when sold, the same fractional part of the net amount realized by Lessee from the sale thereof while there is a gas well on the leased premises but gas is not being sold or used, this lease shall be extended for a period of 90 days after the date on which (1) said well is shut-in, or (2) all or any part of the leased premises is included in a unit on which a shut-in well is located, or (3) this lease ceases to be maintained under some other provision hereof, whichever is the later date, and on or before the expiration of such 90 day period, Lessee may pay or tender to Lessor, or to the credit of Lessor at the depository hereinafter designated, a sum (called "shut-in rental") equal to 1/12 of the amount of annual delay rental which would be payable during the primary term for the acreage then held by Lessee under this lease, which payment will continue this lease in force for a period of one month from the expiration of said 90 day period, and upon like payments or tenders monthly, on or before the expiration of the last preceding month for which such payment or tender has been made, this lease shall continue in force and effect as to the acreage held under this lease at the time the respective payments or tenders are made for successive periods of one month each as long as such payments or tenders are made; and Lessee may, at any time and from time to time, prepay or tender such shut-in rental for such period of time as Lessee may elect; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be 1/100 per long ton. Lessee shall have free use of oil, gas, coal and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

.041667



...the lease shall remain in force so long as operations on said well or for drilling or reworking of additional well are prosecuted with no cessation of more than 60 consecutive days and, if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from the leased premises, or on acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of ~~and within~~ the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within 200 feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part; but no change or division in ownership of the leased premises, delay rentals, shut-in rentals, or royalties or in the status of any party, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in such ownership or status shall be binding on Lessee until 30 days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any sum hereunder, Lessee may pay or tender the same to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate or, if there be none, evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more parties are entitled to or adversely claim any sum payable hereunder, or any part thereof, Lessee may pay or tender the same either jointly to such parties or separately or to each in accordance with his respective ownership thereof. In event of assignment of this lease as to a segregated portion of the leased premises, the delay rentals and shut-in rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and the failure to pay delay rentals or shut-in rentals on one segregated portion of the leased premises shall not affect the rights hereunder of the party holding the other segregated portion hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have 60 days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on the leased premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per 40 acres of the area retained hereunder and capable of producing oil in paying quantities and more than one well per 320 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities, plus in each case a tolerance of 10% of the stated area.

10. ~~Lessee hereby warrants and agrees to defend the title to the leased premises~~ ~~by, through and under Lessor only.~~ Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part and, in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply delay rentals and royalties toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under any part of the leased premises less than the entire fee simple estate (whether Lessor's interest is herein specified or not and whether or not this lease purports to cover a whole or a fractional interest), then the royalties and delay and shut-in rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligations hereunder shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

Should any one or more of the parties named herein as Lessor fail to execute this lease, it shall nevertheless be binding on the party or parties executing the same, and additional parties may execute this lease as Lessor, and this lease shall be binding on each party executing the same notwithstanding that such party is not named herein as Lessor; and all of the provisions of this lease shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns, and successive successors and assigns.

12. It is understood and agreed that Lessee, its successors or assigns, shall pay Lessor for any damage done to crops or livestock as well as all damages, if any, to the surface of the land by reason of operations thereon, and shall pay for any damage to roads, culverts, bridges and fences or other improvements on Lessor's land resulting from their use by Lessee in connection with geophysical exploration thereon, or other mineral development thereon by Lessee, its successors or assigns, and that upon abandonment of said lease or surrender thereof, Lessee, its successors or assigns, shall level all levees around slush pits and/or other excavations and generally restore the surface of the land covered hereby as nearly to its present condition as reasonably possible.

13. Notwithstanding any other provisions hereof, drilling or reworking operations upon, and production of oil and gas, or either of them, from any lands with which a portion of the land covered hereby is pooled (including drilling or reworking operations upon and production of oil and gas, or either of them, from that portion or portions of the leased premises included in a pooled unit or units) shall not maintain this lease in force and effect as to any land covered hereby and not included in such unit or units; but this lease, as to the land not included in such unit or units may be maintained in force and effect by the payment of the proportionate part of the rentals provided herein as to the acreage not included in such unit or units, or the drilling or reworking operations on such acreage or production therefrom in accordance with the terms and provisions of this lease.

14. Notwithstanding the provisions of Paragraph 3(b) above, although the rights and privileges granted thereunder shall continue and recur after the expiration of the primary term hereof as often as circumstances require, Lessee's right to maintain this lease in force by such payment or tender of shut-in gas rental with reference to any one such cessation of the sale or use of gas shall be limited to two (2) consecutive periods of 1 year each commencing after the expiration of said primary term. In no event, however, shall Lessee be relieved of the obligations to seek diligently and in good faith to obtain a market for such gas.

15. Notwithstanding anything contained in this lease to the contrary, on or subsequent to June 1, 1982, upon request by Lessor, Lessee agrees to release this lease and all rights thereunder, except as to those rights down to 100 feet below the deepest producing sand or horizon in each proration unit, in the case of a lease well, or each unit formed under the provisions hereof, around such producing well.

16. This lease is subject to that certain Oil, Gas and Mineral Lease dated November 3, 1969, recorded in Volume 10, Page 21 of the Oil and Gas Records of Burleson County, Texas, from Eleanor Chance Couch, et al, as Lessors, to John E. Floyd, as Lessee.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Patience Chance Thomason  
Patience Chance Thomason Individually and as Trustee Under the Will of George G. Chance, Deceased

Patience Couch Evans  
Patience Couch Evans, Trustee Under the Will of George G. Chance, Deceased

Nelson D. Durst  
Nelson D. Durst, Trustee Under the Will of George G. Chance, Deceased

THE STATE OF TEXAS §  
COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared PATIENCE CHANCE THOMASON Individually and as Trustee under the Will of George G. Chance, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of September, 1974.

Paul Sue Pettiette  
Notary Public in and for Brazos County, Texas  
Paul Sue Pettiette Notary Public in and for Brazos County, Texas.  
My commission expires June 1, 1975



THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared PATIENCE COUCH EVANS, Trustee under the Will of George G. Chance, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of October, 1974.

Susan Glassburn  
Notary Public in and for Harris County, Texas  
SUSAN GLASSBURN  
Notary Public in and for Harris County, Texas

15 297  
15 343

THE STATE OF TEXAS §  
  §  
COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared NELSON D. DURST, Trustee under the Will of George G. Chance, Deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of September, 1974.



15 Patti Sue Pettiette  
Notary Public in and for 15  
Brazos County, Texas

Patti Sue Pettiette Notary Public in and for  
Brazos County, Texas.  
My commission expires June 1, 1975

344

THE STATE OF TEXAS  
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 30 DAY OF December, 1974 AT 9:00 O'CLOCK A. M., AND DULY RECORDED ON 30 DAY OF December, 1974 AT 3:00 O'CLOCK P. M., IN THE Oil & Gas Lease RECORD OF SAID COUNTY, IN VOL. 15, PAGE 340-344

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY: Luzelle Kornegay DEPUTY

JOHN J. TOUPAL  
COUNTY CLERK, BURLESON COUNTY, TEXAS



which Lessee shall use as the sole means of ingress to and egress from said unit until further notice.

III.

For and in consideration of the mutual covenants herein, it is agreed that Lessee shall pay to Lessor:

1. To settle all claims for past damages to the road surface the sum of \$17,000.00 to December 31, 1992. Said sum shall be paid upon execution of this Agreement.

2. The then current market rate for losses resulting from crop damage or from the inability of cultivating that acreage which is utilized by Lessee for drilling or operations of a second well on the Thomason unit.

3. An annual road maintenance fee in the amount of \$2,400.00, payable in advance commencing with January, 1993, and each January thereafter as long as there is production on the Thomason #1 on the Thomason Unit. Such fee shall be adjustable annually commencing January, 1994, so as to reflect the annual increase in inflation from December, 1992, as measured by the Consumer Price Index (1992 - 1984 = 100) as published by the Bureau of Labor Statistics of the United States Department of Labor for the region covering Burleson County, Texas. Any default in making timely payment of such fee shall not cause the lease to terminate, unless within 30 days after notice of such default, Lessee fails to cure same by making the payment to Lessor. It is understood between the parties hereto that the term "annual road maintenance fee" refers to the normal wear and tear to the road surface resulting from the normal vehicular traffic of Lessee while on the ranch for the purpose of operating and servicing the Thomason #1 well. It is further agreed that this paragraph does not apply to the maintenance for that portion of the road which connects the well area to the existing ranch road. This connecting road is exclusively used in the operation of the Thomason #1 well and therefore shall be maintained by the Lessee at its sole cost and expense. Lessor shall have no obligation to maintain said access road.

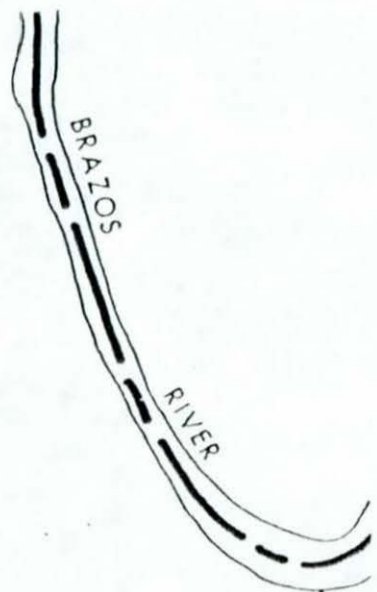
4. In the event additional wells are drilled on the Thomason Unit, an annual road maintenance fee shall be negotiated, or failing to agree, Lessee shall have the option to build and maintain its own road at Lessee's sole cost and expense to avoid paying a road maintenance fee, or Lessee shall have the duty to assume the maintenance of the main ranch road during periods of unusually heavy traffic. Should Lessee assume the duty to maintain the main ranch road, the maintenance shall be performed on a timely basis, with material that is homogeneous with material then utilized on said road, based upon reasonable criteria required by the Lessor.





# JOHN P. COLES A-12

3192.06 Ac.



Texas A & M

31490'

19480'

2324.85 Ac.

KIRBY  
1-A  
10500  
9772  
AMMEX  
Fancy

Monterrey  
Kaline

1020'

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

160 Ac. Un.

Eleanor Chance Couch  
Patience Chance Thomason

160 Ac. Un. 7

50 Ac.  
H. H. Moore

306 Ac.

J. S. Surovik

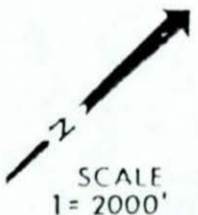
75 Ac.

E. O. See

50 Ac.

This is to certify that this plat correctly shows  
the location of No. 1 KALINE UNIT as  
staked on the ground by me on 12-18-80  
Date D. Garner *Dale D. Garner*  
Prop. Loc. is 5 miles NE of Snook, Tx.  
Proposed Total Depth 10500'  
Nearest lease line 715'

50



SCALE  
1 = 2000'

KALINE NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 216' GL  
— BURLESON CO, TEXAS —

Exhibit "A"

SCH-155123

18-625

PARTIAL RATIFICATION OF OIL AND GAS LEASE

STATE OF TEXAS            )  
                                   )  
 COUNTY OF BURLESON        )

THIS AGREEMENT is made between Buffalo Ranch Company, Ltd., a Liechtenstein Corporation duly authorized to do business in the State of Texas, hereinafter referred to as "Lessor," and Ammex Petroleum Corporation of Midland, Texas and Monterrey Petroleum Corporation of San Antonio, Texas, hereinafter referred to as "Lessee," on this the 27th day of May, 1981.

## I.

It is understood between the parties hereto that the Lessor and Lessee herein are the purchasers, successors or assigns of the George G. Chance estate and Skelly Oil Company, respectively, who originally entered into an oil and gas lease on the first day of June, 1974, covering:

2,726.9 acres more or less, out of the John P. Coles Survey, A-12, Burleson County, Texas, and being the same land described as First Tract, Second Tract, Third Tract, Fourth Tract, Fifth Tract, Sixth Tract, Seventh Tract, Eighth Tract, Ninth Tract, Tenth Tract, Eleventh Tract, Twelfth Tract, Thirteenth Tract, Fourteenth Tract, Seventeenth Tract, Eighteenth Tract and Nineteenth Tract in that certain Oil, Gas and Mineral Lease dated March 14, 1961, from William E. Thomason et al to B. Coleman Renick, recorded in Volume 143, Page 450 of the Deed Records of Burleson County, Texas.

## II.

For and in consideration of the payments herein provided and the agreements hereinafter set forth, Lessor hereby RATIFIES, LEASES, and LETS unto Lessee and Lessee hereby LEASES and LETS from Lessor all that 160 acres necessary for Lessee to establish its Kaline (Thomason/Couch) Unit, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes. It is expressly understood, however, that Lessor is not ratifying the 2,726.9 acre lease described above, or renewing

or extending said lease as to properties other than the 160 acre tract herein demised. Lessee shall have the rights of ingress and egress to and from said unit, subject to the limitations set out hereafter.

### III.

For and in consideration of this ratification and lease from Lessor, it is agreed that Lessee, at its sole expense and prior to drilling on the herein demised property, shall:

1. Clean-up the Fancy Unit and Helen Unit wellsites already existing on other properties owned by Lessors;
2. Repair the cattleguard on Lessee's property damaged by Lessee's business invitees;
3. Fence all wellsites, pits, and other personalty located on Lessor's property pertaining to the Fancy Unit, Helen Unit, and Kaline Unit;
4. Pay to Lessor for past crop damage the sum of \$1,000.00.

### IV.

Lessee further agrees to build its service road to the Kaline Unit wellsite at the location designated by Lessor. Lessor agrees to designate a route that would be considered reasonable within the oil and gas industry. Lessee also agrees that it will not use any other portion of the property herein demised for access to and from the wellsite. Any damages incurred by Lessor due to Lessee's use of any other part of the demised property other than the wellsite and access road shall be compensated.

### V.

Lessee agrees further that no extension of the original lease will be sought by it, or its successors or assigns, on the basis of any claim for equitable suspension due to the repudiation letter written to Lessee by Lessor on April 6, 1981, or any actions taken by Lessor to restrict Lessee's right to develop the property up until the execution of this document. Lessee, its

successors and assigns again covenant and agree that the lease shall terminate, as to all acreage not included within a proration unit, according to the terms of the original lease referenced in Paragraph I above.

VI.

Lessee covenants further that upon Lessor's signing of the affidavit of use and possession (or affidavit or adverse possession) as previously requested by Lessee, Lessor shall begin receiving monthly royalty payments due to Lessor on production from and Annex Helen Unit within sixty (60) days from such signing.

VII.

In all other respects it is hereby agreed by the parties that the other provisions controlling this Agreement shall be those contained in the original oil and gas lease referenced above and to the extent necessary to effectuate this Agreement, but only to that extent, the original lease is hereby AFFIRMED and RATIFIED. However, this Agreement shall control if, when read in conjunction with the original lease, ambiguities arise.

EXECUTED this the 12<sup>TH</sup> day of June, 1981.

BUFFALO RANCH COMPANY, LTD.

By: Stefano de Asarta  
Stefano de Asarta, Manager

ANNEX PETROLEUM CORPORATION

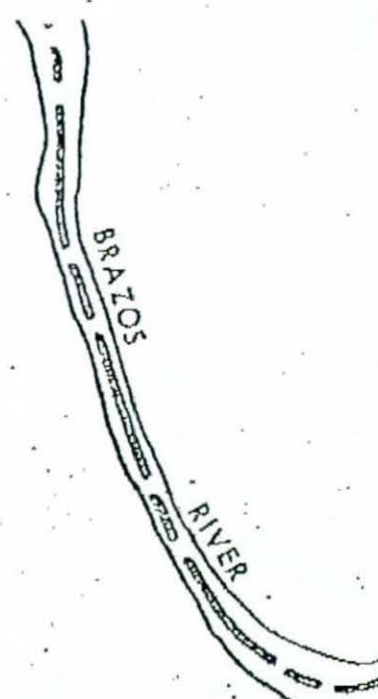
By: Walter Z. Johnson

ATTEST:

[Signature]

JOHN P. COLES  
A-12

3192.06 Ac.



Texas A & M

31490'

2324.85 Ac.

Monterrey Kaline

PROPOSED LOCATION

KIRBY  
1-A  
10500  
9772  
AMMEX  
Fancy

19480'

715'

160 Ac. Un.

Eleanor Chance Couch  
Patience Chance Thomson

160 Ac. Un. 7

50 Ac.  
H.H. Moore

306 Ac.

J. S. Surovik

75 Ac.

E. O. Sea

50 Ac.

This is to certify that this plat correctly shows the location of No. 1 KALINE UNIT as staked on the ground by me on 12-18-80  
Dale D. Garner *Dale D. Garner*  
Prop. Loc. is 5 miles NE of Snook, Tx.  
Proposed Total Depth 10500'  
Nearest lease line 715'

50'

**MONTERREY PETROLEUM CORP.**

900 Alamo Saving Tower East  
SAN ANTONIO, TEXAS 78209 (512) 824-9569

SCALE  
1" = 2000'

KALINE NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — LOC ELEV 216' GL  
— BURLESON CO, TEXAS —

EXHIBIT "A"

STATE OF TEXAS )  
COUNTY OF BRAZOS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Stefano de ASARCA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of June, 1981.

Marsha L. Braden  
Notary Public in and for  
BRAZOS County, Texas



1/4

106271

File No. ~~105288~~

*Jerry E. Patterson*

Date Filed: 9/25/03

By \_\_\_\_\_  
Jerry E. Patterson, Commissioner

OKIE OPERATING COMPANY, LTD. (OPERATOR)  
 P.C. THOMASON #1  
 BURLESON COUNTY, TEXAS

15801 Brazos Enterprises Corp. SUSPENDED REVENUES  
 Rt. 2, Box 120  
 Somerville, TX 77879

OWN#	PROD	WELL NAME	PROD MO/YR	GROSS VOL	PRICE	GROSS VALUE	OWNER				GROSS	PROD TAX	MKTING	NET
							DECIMAL	TYPE	W/H					
15801	GAS	Thomason #1	Aug-03	1,423.00	5.19	7,384.77	0.04166670	RI	N		307.70	21.92	15.90	269.88
15801	GAS	Thomason #1	Sep-03	1,493.00	5.32	7,948.23	0.04166670	RI	N		331.18	23.63	16.68	290.87
15801	GAS	Thomason #1	Oct-03	1,184.00	4.91	5,813.23	0.04166670	RI	N		242.22	17.20	13.34	211.68
15801	GAS	Thomason #1	Oct-03	1,184.00	4.91	5,813.23	0.04166670	RI	N		242.22	17.20	13.34	211.68
15801	GAS	Thomason #1	Oct-03	1,184.00	4.91	5,813.23	0.04166670	RI	N		242.22	17.20	13.34	211.68
15801	GAS	Thomason #1	Nov-03	1,285.00	5.08	6,522.73	0.04166670	RI	N		271.78	19.33	14.48	237.97
15801	OIL	Thomason #1	Nov-03	130.06	30.33	3,944.88	0.04166670	RI	N		164.37	7.61	0.00	156.76
15801	GAS	Thomason #1	Dec-03	793.00	5.80	4,601.13	0.04166670	RI	N		191.71	12.34	15.18	164.19
15801	GAS	Thomason #1	Jan-04	927.00	7.13	6,611.82	0.04166670	RI	N		275.49	18.08	16.70	240.71
15801	GAS	Thomason #1	Feb-04	875.00	6.66	5,831.44	0.04166670	RI	N		242.98	15.85	16.11	211.02
15801	GAS	Thomason #1	Mar-04	1,866.00	6.17	11,516.92	0.04166670	RI	N		479.87	32.06	21.03	426.78
15801	GAS	Thomason #1	Apr-04	1,643.00	5.72	9,402.99	0.04166670	RI	N		391.79	28.05	18.36	345.38
15801	GAS	Thomason #1	May-04	1,102.00	5.47	6,025.63	0.04166670	RI	N		251.07	17.85	13.46	219.76
15801	OIL	Thomason #1	May-04	193.24	40.13	7,753.95	0.04166670	RI	N		323.08	14.93	0.00	308.15
15801	GAS	Thomason #1	Jun-04	2,007.00	6.21	12,466.98	0.04166670	RI	N		519.46	37.18	24.52	457.76
15801	GAS	Thomason #1	Jul-04	612.00	6.07	3,712.49	0.04166670	RI	N		154.69	9.85	13.73	131.11
15801	GAS	Thomason #1	Jul-04	0.00	NA	(2,078.17)	0.04166670	RI	N		(86.59)	(7.68)	0.00	(78.91)
15801	GAS	Thomason #1	Aug-04	1,293.00	6.58	8,509.21	0.04166670	RI	N		354.55	25.44	15.80	313.31
15801	GAS	Thomason #1	Sep-04	899.00	5.87	5,277.44	0.04166670	RI	N		219.89	16.66	17.23	186.00
15801	OIL	Thomason #1	Sep-04	190.50	45.61	8,689.60	0.04166670	RI	N		362.07	16.72	0.00	345.35
15801	GAS	Thomason #1	Oct-04	5.00	5.71	28.57	0.04166670	RI	N		1.19	0.00	6.31	(5.12)
15801	GAS	Thomason #1	Nov-04	7.00	8.05	56.34	0.04166670	RI	N		2.35	0.00	6.33	(3.98)
15801	GAS	Thomason #1	Dec-04	50.00	7.11	355.38	0.04166670	RI	N		14.81	0.56	6.86	7.39
15801	GAS	Thomason #1	Jan-05	178.00	6.23	1,109.76	0.04166670	RI	N		46.24	2.64	8.42	35.18
15801	GAS	Thomason #1	Feb-05	614.00	6.93	4,252.27	0.04166670	RI	N		177.18	12.30	13.41	151.47
15801	GAS	Thomason #1	Feb-05	(614.00)	6.93	(4,252.27)	0.04166670	RI	N		(177.18)	(12.30)	(13.41)	(151.47)
15801	GAS	Thomason #1	Feb-05	614.00	6.77	4,155.05	0.04166670	RI	N		173.13	12.30	13.41	147.42
15801	GAS	Thomason #1	Mar-05	(1,031.00)	7.23	(7,456.67)	0.04166670	RI	N		(310.69)	(22.43)	(22.40)	(265.86)
15801	GAS	Thomason #1	Mar-05	1,031.00	7.23	7,456.67	0.04166670	RI	N		310.69	22.43	12.03	276.23
15801	GAS	Thomason #1	Mar-05	1,031.00	7.09	7,307.35	0.04166670	RI	N		304.47	22.43	12.03	270.01
15801	GAS	Thomason #1	Apr-05	850.00	4.39	3,735.47	0.04166670	RI	N		155.64	21.28	16.17	118.19
15801	GAS	Thomason #1	Apr-05	(850.00)	8.46	(7,188.47)	0.04166670	RI	N		(299.52)	(21.28)	(16.17)	(262.07)
15801	GAS	Thomason #1	Apr-05	850.00	8.21	6,975.11	0.04166670	RI	N		290.63	21.28	16.17	253.18
15801	GAS	Thomason #1	May-05	1,013.00	7.89	7,996.48	0.04166670	RI	N		333.19	19.57	11.82	301.80
15801	GAS	Thomason #1	Jun-05	1,433.00	7.12	10,197.34	0.04166670	RI	N		424.89	30.65	16.72	377.52
15801	OIL	Thomason #1	Jun-05	185.46	54.05	10,024.60	0.04166670	RI	N		417.69	19.28	0.00	398.41
15801	GAS	Thomason #1	Jul-05	1,544.00	8.14	12,569.75	0.04166670	RI	N		523.74	37.97	18.01	467.76
15801	GAS	Thomason #1	Aug-05	1,536.00	7.11	10,917.38	0.04166670	RI	N		454.89	32.82	17.92	404.15
15801	OIL	Thomason #1	Sep-05	187.43	63.65	11,929.81	0.04166670	RI	N		497.08	22.93	0.00	474.15
15801	GAS	Thomason #1	Sep-05	1,272.00	10.85	13,805.28	0.04166670	RI	N		575.22	41.97	16.07	517.18
15801	GAS	Thomason #1	Oct-05	1,458.00	11.15	16,255.89	0.04166670	RI	N		677.33	47.17	48.97	581.19
15801	GAS	Thomason #1	Nov-05	1,424.00	10.40	14,815.20	0.04166670	RI	N		617.30	45.08	16.83	555.39
15801	GAS	Thomason #1	Dec-05	1,442.00	11.12	16,027.92	0.04166670	RI	N		667.83	40.29	17.04	610.50
15801	OIL	Thomason #1	Dec-05	189.00	57.70	10,905.11	0.04166670	RI	N		454.38	20.97	0.00	433.41
15801	GAS	Thomason #1	Jan-06	1,285.00	10.09	12,968.20	0.04166670	RI	N		540.34	39.38	15.75	485.21
15801	GAS	Thomason #1	Feb-06	1,184.00	8.73	10,334.99	0.04166670	RI	N		430.62	31.24	14.54	384.84
15801	GAS	Thomason #1	Mar-06	1,283.00	6.60	8,465.42	0.04166670	RI	N		352.73	25.32	15.62	311.79
											13,137.92	875.27	527.65	11,735.00

RAILROAD COMMISSION OF TEXAS  
OIL AND GAS DIVISION

Directional Well  Amended or Corrected Permit

API Well No. 42  
Instruction (7a & b) on back side.

RRC Permit Number, if previously assigned.

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

7. RRC District

3

8. County

Burleson

9. Well Number

1

10. Number of Acres in Lease

160

11. Distance from Proposed Location to Nearest Property or Lease Line (ft.)

1200'

12. Total Depth

10,500'

Check one:  DRILL  DEEPEN (Below Casing)  DEEPEN (Within Casing)  PLUG BACK  OTHER (Specify) \_\_\_\_\_

If Amended Application, explain fully in Remarks or Attach Separate Page.

1. Operator Monterrey Petroleum Corp.	4. Lease Name and RRC Lease or ID No. (If Assigned) P. C. Thompson
2. Address (Including City and Zip Code) Suite 900, Alamo Savings Tower East 909 N.E. Loop 410 San Antonio, Texas 78209	5. Location (Sec., Blk., Survey) John P. Coles A-12
3. Is Form P-5 (Organization Report) in Exact Operator Name Filed? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Instruction (2) on back side.)	6. This well is to be located <u>5</u> miles <u>NE</u> Direction from <u>Snook, Texas</u> Nearest Post Office or Town.

EACH PROPOSED COMPLETION

REFER TO INSTRUCTIONS ON BACK SIDE. READ CAREFULLY AND FURNISH COMPLETE DATA.

13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
FIELD NAME (Exactly as shown on R.R.C. Proration Schedule including Reservoir if applicable.) If Wildcat, so state below.	Completion Depth	All Prior Rule 37 Exc. Case Numbers for this wellbore. If none, State None.	Applicable Field Rules Spacing Pattern. If no Rules, State 467-1200. (ft.)	Applicable Field Rules Density Pattern. If no Rules, State 40. (acres)	Number of Acres in Drilling Unit for this Well AND DESIGNATE ON PLAT.	Is this acreage presently assigned to another well in same field? (Yes or No. If yes explain in remarks.)	Distance and Direction from proposed location to nearest drilling completed or applied for well in same res. on same lease.	Is this a 1. Regular or 2. Rule 37 Exc. Location? Check the appropriate box.	Oil, Gas, or other Type Well (Specify)	Number of Wells or Permitted locations on this Lease in same Reservoir for which this Permit is Requested? OIL      GAS
Giddings (Austin Chalk)	10,500'	none	467/1200	160/80	160	no	none	Regular 1 <input checked="" type="checkbox"/> Rule 37 2 <input type="checkbox"/>	oil	0      0
								Regular 1 <input type="checkbox"/> Rule 37 2 <input type="checkbox"/>		
								Regular 1 <input type="checkbox"/> Rule 37 2 <input type="checkbox"/>		
								Regular 1 <input type="checkbox"/> Rule 37 2 <input type="checkbox"/>		

24. PERPENDICULAR LOCATION FROM TWO DESIGNATED: A. Lease Lines 1320' FWL, 1200' FNL, 1440' FSL B. Survey Lines 31,600' FNEL, 20900' FSWL	25. (a) Is this wellbore subject to SWR 36? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (b) If subject to SWR 36, has Form H-9 been filed? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, attach explanation.)
--	--

**NOTICE**  
NO ALLOWABLE WILL BE ASSIGNED to any well which does not have sufficient surface casing to protect all fresh water sands. Where Commission rules do not specify surface casing requirements, it will be necessary to contact Texas Water Development Board, Austin, Texas, to ascertain the depth to which fresh water sands must be protected.

**CERTIFICATE**  
I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Owner [Signature]  
Title \_\_\_\_\_  
Date Dec. 31, 1980  
Telephone: Area Code 512 824-9569

READ INSTRUCTIONS ON BACK SIDE AND FURNISH COMPLETE DATA.

p. 3  
918-582-4499  
Okie Crude Company  
May 26 06 12:31P



Telephone: (918) 582-2594  
 Facsimile: (918) 582-4499

to: ERNESTO GARZA  
 FAX 512 - 475 - 1543

from: THOMAS M. ATKINSON  
 OKIE OPERATING COMPANY, LTD.

date: MAY 26, 2006

re: P. C. THOMASON #1, BURLESON COUNTY, TX  
**ROYALTY INTEREST FORMERLY OWNED BY  
 BUFFALO RANCH/BRAZOS ENTERPRISES CORP.**

Per our discussion this morning I have attached:

- Partial Ratification of Oil and Gas Lease executed May 27, 1981 - 160 acre (Thomason/Couch) Unit
- Application for Permit to Drill
- There is \$11,735 in suspense for the **Brazos Enterprises Corp.** interest - attached schedule.
- **No notice of a sale of the minerals to The General Land Office was given to Okie Operating Company, Ltd. By Brazos Enterprises Corp.**
- Please provide wiring instructions or other directions for payment of the suspense funds to The General Land Office.
- Thank you for bringing this to my attention!

Tom Atkinson - Okie Operating Company, Ltd.  
 715 Mid Continent Tower, Tulsa, OK 74103

2,

File No. 77-106271

Farf  
Date Filed: 5/26/66

Jerry E. Patterson, Commissioner

By [Signature]



or extending said lease ~~to~~ to properties other than the 160 acre tract herein demised, Lessee shall have the rights of ingress and egress to and from said unit, subject to the limitations set out hereafter.

### III.

For and in consideration of this ratification and lease from Lessor, it is agreed that Lessee, at its sole expense and prior to drilling on the herein demised property, shall:

1. Clean-up the Fancy Unit and Helen Unit wellsites already existing on other properties owned by Lessors;
2. Repair the cattleguard on Lessee's property damaged by Lessee's business invitees;
3. Fence all wellsites, pits, and other personalty located on Lessor's property pertaining to the Fancy Unit, Helen Unit, and Kaline Unit;
4. Pay to Lessor for past crop damage the sum of \$1,000.00.

### IV.

Lessee further agrees to build its service road to the Kaline Unit wellsite at the location designated by Lessor. Lessor agrees to designate a route that would be considered reasonable within the oil and gas industry. Lessee also agrees that it will not use any other portion of the property herein demised for access to and from the wellsite. Any damages incurred by Lessor due to Lessee's use of any other part of the demised property other than the wellsite and access road shall be compensated.

### V.

Lessee agrees further that no extension of the original lease will be sought by it, or its successors or assigns, on the basis of any claim for equitable suspension due to the repudiation letter written to Lessee by Lessor on April 6, 1981, or any actions taken by Lessor to restrict Lessee's right to develop the property up until the execution of this document. Lessee, its

successors and assigns again covenant and agree that the lease shall terminate, as to all acreage not included within a proration unit, according to the terms of the original lease referenced in Paragraph I above.

VI.

Lessee covenants further that upon Lessor's signing of the affidavit of use and possession (or affidavit or adverse possession) as previously requested by Lessee, Lessor shall begin receiving monthly royalty payments due to Lessor on production from and Ammex Helen Unit within sixty (60) days from such signing.

VII.

In all other respects it is hereby agreed by the parties that the other provisions controlling this Agreement shall be those contained in the original oil and gas lease referenced above and to the extent necessary to effectuate this Agreement, but only to that extent, the original lease is hereby AFFIRMED and RATIFIED. However, this Agreement shall control if, when read in conjunction with the original lease, ambiguities arise.

EXECUTED this the 12<sup>th</sup> day of June, 1981.

BUFFALO RANCH COMPANY, LTD.

By: Stefano de Asarta  
Stefano de Asarta, Manager

AMMEX PETROLEUM CORPORATION

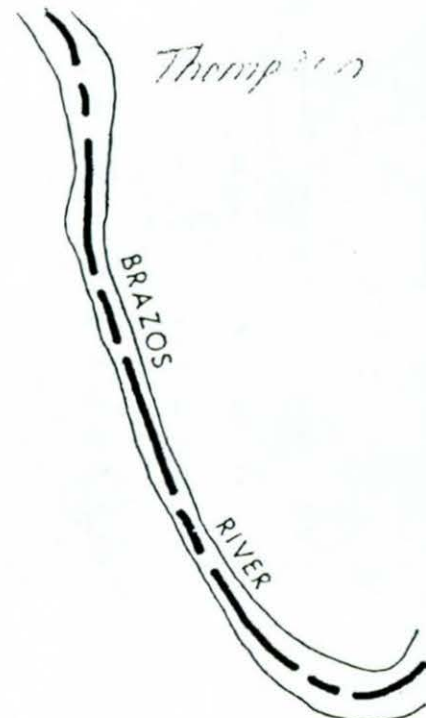
By: William Z. Johnson

ATTEST:

[Signature]

# JOHN P. COLES A-12

3192.06 Ac.



Texas A & M

31490'

2324.85 Ac.

Monterrey Kaline 1020'

**PROPOSED LOCATION**

KIRBY  
1-A  
10500  
9772  
AMMEX  
Fancy

19480'

715'

160 Ac.Un.

Eleanor Chance Couch  
Patience Chance Thomason

160 Ac.Un. 7

50 Ac.

H.H. Moore

306 Ac.

75 Ac.

50 Ac.

J. S. Surovik

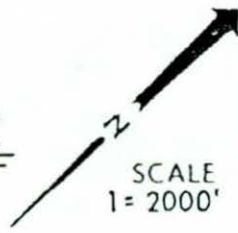
E. O. See

This is to certify that this plat correctly shows the location of No. 1 KALINE UNIT as staked on the ground by me on 12-18-80 Dale D. Garner *Dale D. Garner* Prop. Loc. is 5 miles NE of Snook, Tx. Proposed Total Depth 10500' Nearest lease line 715'

50'

## MONTERREY PETROLEUM CORP.

900 Alamo Saving Tower East  
SAN ANTONIO, TEXAS 78209 (512) 824-9569



SCALE  
1" = 2000'

KALINE NO 1 UNIT — GIDDINGS (AUSTIN CHALK) FIELD — DOC ELEV 216' GL

— BURLISON CO. TEXAS —

3.

File No. MF706271  
Serial Application  
Date Filed: 5/26/06  
By: [Signature] E. Patterson, Commissioner

SPECIAL WARRANTY DEED

STATE OF TEXAS §  
§  
COUNTY OF BURLESON §

KNOW ALL BY THESE PRESENTS:

**EFFECTIVE DATE:** August 27, 2003

**GRANTOR:** Brazos Enterprises Corp.

**GRANTOR'S MAILING ADDRESS:**

PO Box 610  
Bedford Hills, NY 10507

**GRANTEE:** The STATE OF TEXAS, for the use and benefit of the  
PERMANENT SCHOOL FUND

**GRANTEE'S MAILING ADDRESS:**

Texas General Land Office  
Stephen F. Austin Building  
1700 N. Congress Avenue, Room 720  
Austin, Travis County, Texas 78701-1495  
Attention: Deputy Commissioner,  
Asset Management Division

**CONSIDERATION:**

Fourteen Million Nine Hundred Forty Thousand Four Hundred  
Eleven and No/100 Dollars (\$14,940,411) cash in hand paid by  
GRANTEE, the receipt and legal sufficiency of which is hereby  
acknowledged for which no lien is retained either express or  
implied.

**PROPERTY (including any improvements):**

All that those two certain tracts of land comprising 11,002.1 acres,  
located and situated in Burleson County, Texas, known locally as  
the Buffalo Ranch, together with all improvements and  
appurtenances thereto in anywise belonging, more particularly  
described by metes and bounds, as shown by Exhibit "A-1" and

Exhibit "A-2", attached hereto and incorporated herein as if copied verbatim.

Together with any right, title and interest of GRANTOR in and to all oil, gas and other minerals, all adjacent waterways or rivers, strips, gores, streets, alleys, or rights-of-way, as well as all improvements on the land, if any, and all fixtures and articles of personal property, if any, which may be affixed to the land or the improvements thereon and all hereditaments thereto.

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made subject the following:

All exceptions to title as shown on Exhibit B hereof.

GRANTOR, for the consideration and subject to the Exceptions to Conveyances and Warranty, GRANTS, SELLS and CONVEYS to GRANTEE the Property, together with all and singular the rights, appurtenances, and hereditaments thereto in anywise belonging, to have and to hold to GRANTEE, GRANTEE'S successors or assigns forever.

Grantor hereby binds GRANTOR and GRANTOR'S successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property to GRANTEE and GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty by, through or under it but not otherwise.

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

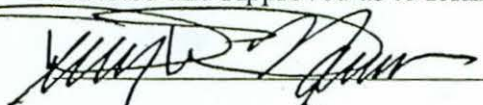
Executed on the date set forth in the acknowledgement line below, to be effective for all purposes as of the Effective Date.

GRANTOR:

Brazos Enterprises Corp.

  
By Frank Mariani Vice President

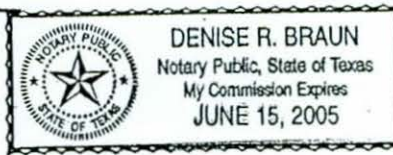
Attested and Approved as to form by:

  
DEWAYNE D. NAUMANN

STATE OF TEXAS           §  
                                     §  
COUNTY OF Travis       §

This instrument was executed and acknowledged before me on August 27, 2003, by Frank Mariani, Vice President of Brazos Enterprises Corp. for the purposes contained therein, in the capacity therein stated and as the act and deed of Brazos Enterprises, Corp.

*Denise R. Braun*  
\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



After recording return to:

~~Charles W. Richards~~  
~~Legal Services Division~~  
~~General Land Office~~  
~~PO Box 12873~~  
~~Austin, Texas 78711-2873~~

Please Return to:  
Fidelity National Title Company  
8240 N. Mopac, Suite 100  
Austin, Tx 78759  
GC# 57001-08

STATE OF TEXAS  
COUNTY OF BURLESON

BEING all that tract of land in Burleson County, Texas, out of the J. P. Coles 7-1/2 League, A-12, and being all of that called 2691.69 acres of land described in a deed to Brazos Enterprises Corp. as recorded in Volume 450, Page 751 of the Deed Records of Burleson County, Texas, and all of that called 3477.78 acres of land described in a deed to Buffalo Ranch Company, Ltd. as recorded in Volume 255, Page 115 of the Deed Records of Burleson County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found in the Southwest line of F. M. Highway 50 (100' R.O.W.) at the most Northerly North corner of said 3477.78 acres and in the Southeast line of that tract of land described in a deed to Agricultural and Mechanical College of Texas as recorded in Volume 92, Page 34 of the Deed Records of Burleson County, Texas;

THENCE South 51 degrees 13 minutes 24 seconds East, 6409.62 feet along F. M. Highway 50 to 1/2 inch steel rod set at the most Northerly East corner of said 3477.78 acres and the North corner of that called 293.07 acres of land described as Tract One in a deed to Harvey Worwerk and wife, Jane R. Worwerk as recorded in Volume 431, Page 629 of the Deed Records of Burleson County, Texas;

THENCE South 42 degrees 10 minutes 20 seconds West, 4508.40 feet to a 1/2 inch steel rod found at the West corner of said 293.07 acres;

THENCE South 47 degrees 40 minutes 54 seconds East, 2760.60 feet to a 1/2 inch steel rod set at the fenced South corner of said 293.07 acres;

THENCE North 72 degrees 56 minutes 41 seconds East, 2.03 feet 1/2 inch steel rod set at the fenced West corner of that Tract One of 250 acres described in a deed to Brazos J. Varisco and wife, Marsha Varisco recorded in Volume 427, Page 417 of the Deed Records of Burleson County, Texas;

THENCE South 47 degrees 34 minutes 23 seconds East, 1148.03 feet to a 1/2 inch steel rod found at the Southerly East corner of said 3477.78 acres and the North corner of said 2691.69 acres;

THENCE South 47 degrees 34 minutes 09 seconds East, 2727.72 feet to a rock found at the South corner of that called 172.8 acres of land described as Tract Two in a deed to Brazos J. Varisco and wife, Marsha Varisco as recorded in Volume 427, Page 417 of the Deed Records of Burleson County, Texas;

THENCE South 47 degrees 23 minutes 39 seconds East, 3409.47 feet to a 6 inch cedar post found at the South corner of that 589.933 acres described in a deed to New Finley Company recorded in Volume 361, Page 827 of the Deed Records of Burleson County, Texas;

THENCE South 47 degrees 34 minutes 34 seconds East, 3550.68 feet to a point in the center of County Road 276 at the East corner of said 2691.69 acres, a 1/2 inch steel rod set North 47 degrees 34 minutes 34 seconds West, 52.18 feet for witness;

THENCE generally along said center as follows:

South 42 degrees 33 minutes 24 seconds West, at 3920.4 feet passing 20.8 feet to the right, or Northwest of a 1/2 inch steel rod found at the West corner of that 148.372 acres described in a deed to Michael C. Cheney recorded in Volume 554, Page 79 of the Deed Records of Burleson County, Texas, in all 6322.13 feet to a 1/2 inch steel rod found for corner;

South 43 degrees 05 minutes 11 seconds West, 2096.42 feet to a nail found at the West corner of 40.75 acres described in a deed to Randall D. Wood recorded in Volume 406, Page 473 of the Deed Records of Burleson County, Texas;

South 42 degrees 44 minutes 40 seconds West, 1789.35 feet to a 1/2 inch steel rod found;

South 43 degrees 54 minutes 11 seconds West, 172.23 feet to a 1/2 inch steel rod found at the East corner of three acres described in a deed to Gene A. Walker recorded in Volume 187, Page 210 of the Deed Records of Burleson County, Texas;

THENCE North 48 degrees 00 minutes 52 seconds West, 431.46 feet to a 1/2 inch steel rod found at the North corner of said three acres;

THENCE South 41 degrees 58 minutes 59 seconds West, 417.35 feet to a 1/2 inch steel rod found at the West corner of said three acres;

THENCE South 48 degrees 01 minutes 26 seconds East, 417.01 feet to a 1/2 inch steel rod found in County Road 276 for the South corner of said three acres;

THENCE South 43 degrees 55 minutes 18 seconds West, 1376.43 feet with County Road 276 to a 1/2 inch steel rod set in the North line of F. M. 1361 (80 foot right-of-way);

THENCE South 85 degrees 10 minutes 22 seconds West, 72.29 feet along F. M. 1361 to a 1/2 inch steel rod found for corner;

THENCE North 47 degrees 17 minutes 16 seconds West, 2142.28 feet to a 1/2 inch steel rod set for corner;

THENCE North 47 degrees 18 minutes 54 seconds West, 2843.70 feet to a 1/2 inch steel rod found at the Northeast corner of that Tract No. 28 of 164.716 acres described in a deed to Yegua Properties, Ltd. recorded in Volume 229, Page 570 of the Deed Records of Burleson County, Texas;

THENCE North 47 degrees 14 minutes 23 seconds West, 4456.02 feet to a 5/8 inch steel rod found at the West corner of said 2691.69 acres and the North corner of said 164.716 acres;

THENCE South 41 degrees 50 minutes 42 seconds West, 62.57 feet to a 1/2 inch steel rod set at the South corner of said 3477.78 acres;

THENCE North 18 degrees 23 minutes 24 seconds West, at 47.49 feet passing a 1/2 inch steel rod found at the North corner of Tract One described in a deed to Larry Kovar recorded in Volume 483, Page 396 of the Deed Records of Burleson County, Texas, at 613.25 feet passing a 1/2 inch steel rod found at the North corner of that tract described in a deed to Larry Kovar, et al recorded in Volume 179, Page 396 of the Deed Records of Burleson County, Texas, at 1413.46 feet passing a 1/2 inch steel rod found at the North corner of that tract described in a deed to Raymond Kovar recorded in Volume 179, Page 396 of the Deed Records of Burleson County, Texas, in all 1778.42 feet to a 1/2 inch steel rod found at the North corner of that called 42.44 acres described in a deed to Edward Vajdak as recorded in Volume 376, Page 266 of the Deed Records of Burleson County, Texas;

THENCE North 46 degrees 0 minutes 05 seconds West, 942.86 feet to a 1/2 inch steel rod set for corner;

THENCE North 46 degrees 05 minutes 23 seconds West, at 834.0 feet passing 6.1 feet to the right, or Northeast of a 3/4 inch steel rod found at the North corner of that 100 acres described in a deed to Henry Vajdak recorded in Volume 376, Page 279 of the Deed Records of Burleson County, Texas, in all 2173.85 feet 1/2 inch steel rod set for corner;

THENCE North 44 degrees 52 minutes 38 seconds West, at 307.47 feet passing 6.0 feet left, or Southwesterly of a 1/2 inch steel rod found at the occupied East corner of that Tract 1 described in a deed to Randall Walker recorded in Volume 366, Page 118 of the Deed Records of Burleson County, Texas, in all 826.28 feet 1/2 inch steel rod set for corner;

THENCE North 46 degrees 31 minutes 15 seconds West, at 747.82 feet passing a 1/2 inch steel rod found at the North corner of that Tract 2 described in a deed to Randall Walker recorded in Volume 366, Page 118 of the Deed Records of Burleson County, Texas, in all 1248.63 feet 1/2 inch steel rod set for corner;

THENCE North 46 degrees 29 minutes 30 seconds West, 2589.66 feet 1/2 inch steel rod set in County Road 272;

THENCE North 48 degrees 43 minutes 34 seconds West, 129.10 feet to a 1/2 inch steel rod set in County Road 272, being at the South corner of that called 67.87 acres of land described in a deed to Jesse D. McCrory as recorded in Volume 595, Page 354 of the Deed Records of Burleson County, Texas;

THENCE around the perimeter of said 67.87 acres as follows:

North 60 degrees 07 minutes 53 seconds East, 1968.87 feet 1/2 inch steel rod set for corner;

North 09 degrees 16 minutes 17 seconds West, 96.50 feet 1/2 inch steel rod set for corner;

North 37 degrees 07 minutes 41 seconds West, 49.36 feet 1/2 inch steel rod set for corner;

North 42 degrees 13 minutes 02 seconds West, 42.12 feet 1/2 inch steel rod set for corner;

North 47 degrees 09 minutes 43 seconds West, 88.96 feet 1/2 inch steel rod set for corner;

North 58 degrees 43 minutes 18 seconds West, 81.21 feet 1/2 inch steel rod set for corner;

North 61 degrees 55 minutes 01 seconds West, 332.58 feet 1/2 inch steel rod set for corner;

North 64 degrees 18 minutes 33 seconds West, 218.64 feet 1/2 inch steel rod set for corner;

North 59 degrees 01 minutes 25 seconds West, 95.30 feet 1/2 inch steel rod set for corner;

North 56 degrees 24 minutes 11 seconds West, 241.20 feet 1/2 inch steel rod set for corner;  
North 67 degrees 35 minutes 19 seconds West, 173.52 feet 1/2 inch steel rod set for corner;  
North 73 degrees 10 minutes 05 seconds West, 377.41 feet 1/2 inch steel rod set for corner;  
North 76 degrees 16 minutes 12 seconds West, 66.93 feet 1/2 inch steel rod set for corner;  
North 79 degrees 40 minutes 31 seconds West, 94.31 feet 1/2 inch steel rod set for corner;  
North 84 degrees 05 minutes 57 seconds West, 63.21 feet 1/2 inch steel rod set for corner;  
South 88 degrees 01 minutes 31 seconds West, 48.82 feet 1/2 inch steel rod set for corner;  
South 76 degrees 10 minutes 06 seconds West, 54.51 feet 1/2 inch steel rod set for corner;  
South 59 degrees 52 minutes 59 seconds West, 91.30 feet 1/2 inch steel rod set for corner;  
South 54 degrees 16 minutes 33 seconds West, 83.81 feet 1/2 inch steel rod set for corner;  
South 51 degrees 12 minutes 38 seconds West, 301.20 feet 1/2 inch steel rod set for corner;  
South 49 degrees 39 minutes 15 seconds West, 67.59 feet 1/2 inch steel rod set for corner;  
South 47 degrees 31 minutes 47 seconds West, 102.09 feet 1/2 inch steel rod set for corner;  
South 45 degrees 26 minutes 25 seconds West, 277.02 feet 1/2 inch steel rod set for corner;  
South 34 degrees 08 minutes 01 seconds West, 41.34 feet 1/2 inch steel rod set for corner;  
South 24 degrees 15 minutes 14 seconds West, 36.09 feet 1/2 inch steel rod set for corner;  
South 18 degrees 05 minutes 54 seconds West, 52.03 feet 1/2 inch steel rod set for corner;  
South 16 degrees 17 minutes 50 seconds West, 143.01 feet 1/2 inch steel rod set for corner;  
South 36 degrees 17 minutes 56 seconds West, 175.45 feet 1/2 inch steel rod found at the West corner of said 67.87 acres;

THENCE North 48 degrees 43 minutes 47 seconds West, 166.10 feet to a 1/2 inch steel rod set at the West corner of said 3477.78 acres;

THENCE North 42 degrees 05 minutes 25 seconds East, at 3662.0 feet passing 6.8 feet right, or Southeast of the fenced North corner of that 94.56 acres described in a deed to Cecil Rodney Giesenschlag, et al recorded in Volume 450, Page 269 of the Deed Records of Burleson County, Texas, in all 5715.30 feet 1/2 inch steel rod set for corner;

THENCE North 44 degrees 06 minutes 12 seconds East, 653.82 feet 1/2 inch steel rod set for corner;

THENCE North 44 degrees 06 minutes 07 seconds East, 654.04 feet 1/2 inch steel rod set for corner;

THENCE North 42 degrees 17 minutes 45 seconds East, 3227.54 feet 1/2 inch steel rod set for corner;

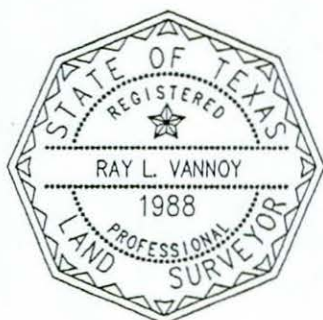
THENCE North 42 degrees 49 minutes 03 seconds East, 1008.70 feet to a 1/2 inch steel rod found at an inside corner of said Agricultural and Mechanical College of Texas tract;

THENCE South 46 degrees 57 minutes 53 seconds East, 554.37 feet to a 1/2 inch steel rod found at an outside corner of said Agricultural and Mechanical College of Texas tract;

THENCE North 42 degrees 28 minutes 49 seconds East, 4064.01 feet to the Point of Beginning, containing 6104.0 acres of land.

The description shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of July, 2003.

August 18, 2003



*Ray L. Vannoy*  
Ray L. Vannoy  
R.P.L.S. No. 1988

0307-018  
Plat Attached

Exhibit "A-2"  
BUFFALO RANCH  
4898.1 ACRES

STATE OF TEXAS  
COUNTY OF BURLESON

Doc 00003589 Bk OR Vol 609 Pg 14

BEING all that tract of land in Burleson County, Texas, out J. P. Coles 7-1/2 League, A-12, and being all of that called Tract No. 3 of 3481.91 acres, all of that called Tract No. 5 of 1135.251 acres and all of that called Tract No. 4 of 178.266 acres, all described in a deed to Buffalo Ranch Company, Ltd. as recorded in Volume 255, Page 115 of the Deed Records of Burleson County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod set on the Northeast line of F. M. Highway 50 (100' R.O.W.) at the most Westerly South corner of said 1135.251 acres, a concrete monument (leaning) found bearing North 42 degrees 14 minutes 17 seconds East, 4.0 feet for witness;

THENCE North 51 degrees 12 minutes 48 seconds West, 3846.42 feet along F. M. 50 to a 1/2 inch steel rod set at the South corner of that called 7.02 acres of land described in a deed to Harvey Worwerk and wife, Jane R. Worwerk as recorded in Volume 431, Page 629 of the Deed Records of Burleson County, Texas;

THENCE North 42 degrees 38 minutes 00 seconds East, 2013.58 feet to a 1/2 inch steel rod set at the East corner of that called 75.0 acres of land described in a deed to James W. See recorded in Volume 513, Page 137 of the Deed Records of Burleson County, Texas;

THENCE North 47 degrees 57 minutes 46 seconds West, 1676.56 feet to a 1/2 inch steel rod set at the North corner of said 75.0 acres;

THENCE South 42 degrees 23 minutes 34 seconds West, 1979.75 feet to a 1/2 inch steel rod set at the West corner of said 75.0 acres and in the Northeast line of said 7.02 acres;

THENCE North 48 degrees 06 minutes 21 seconds West, 1136.60 feet to a 1/2 inch steel rod set at the North corner of said 7.02 acres;

THENCE South 42 degrees 08 minutes 52 seconds West, 190.22 feet to a 1/2 inch steel rod set in said line of F. M. Highway 50 at the West corner of said 7.02 acres;

THENCE North 51 degrees 12 minutes 48 seconds West, 2572.35 feet along F. M. Highway 50 to a 1/2 inch steel rod set at a point of intersection in said right-of-way;

THENCE North 51 degrees 13 minutes 48 seconds West, 3836.66 feet along F. M. Highway 50 to a 1/2 inch steel rod found at the most Southerly West corner of said 3481.91 acres, being on a Southeast line of that tract described in a deed to the Agricultural and Mechanical College of Texas recorded in Volume 92, Page 34 of the Deed Records of Burleson County, Texas;

THENCE along the common line with said Agricultural and Mechanical College of Texas tract as follows:

North 42 degrees 28 minutes 49 seconds East, 2021.93 feet to a concrete monument found for corner;  
South 47 degrees 35 minutes 59 seconds East, 906.56 feet to a concrete monument found for corner;  
North 42 degrees 20 minutes 20 seconds East, 2571.52 feet to a concrete monument found for corner;  
North 47 degrees 37 minutes 44 seconds West, 1461.97 feet to a concrete monument found for corner;  
North 42 degrees 39 minutes 23 seconds East, 489.67 feet to a concrete monument found for corner;  
North 48 degrees 00 minutes 39 seconds West, 5934.88 feet to a concrete monument found for corner;  
North 42 degrees 28 minutes 07 seconds East, 559.07 feet to a point on the South bank of the Brazos River, from which a 1/2 inch steel rod set bears South 42 degrees 28 minutes 07 seconds West, 100.00 feet for witness;

THENCE along said bank of the Brazos River as follows:

North 89 degrees 36 minutes 17 seconds East, 4.77 feet to a point on the edge of said bank;  
North 89 degrees 12 minutes 28 seconds East, 282.94 feet to a point on the edge of said bank;  
North 75 degrees 3 minutes 02 seconds East, 84.47 feet to a point on the edge of said bank;  
North 71 degrees 55 minutes 45 seconds East, 147.47 feet to a point on the edge of said bank;  
North 59 degrees 2 minutes 20 seconds East, 167.21 feet to a point on the edge of said bank;  
North 58 degrees 4 minutes 25 seconds East, 120.15 feet to a point on the edge of said bank;  
North 70 degrees 31 minutes 15 seconds East, 368.53 feet to a point on the edge of said bank;  
North 70 degrees 0 minutes 23 seconds East, 286.51 feet to a point on the edge of said bank;  
North 46 degrees 36 minutes 28 seconds East, 152.93 feet to a point on the edge of said bank;

North 79 degrees 00 minutes 08 seconds East, 333.36 feet to a point on the edge of said bank;  
South 77 degrees 56 minutes 19 seconds East, 300.36 feet to a point on the edge of said bank;  
South 52 degrees 09 minutes 09 seconds East, 366.19 feet to a point on the edge of said bank;  
South 47 degrees 46 minutes 41 seconds East, 228.33 feet to a point on the edge of said bank;  
South 19 degrees 48 minutes 28 seconds East, 253.98 feet to a point on the edge of said bank;  
South 10 degrees 59 minutes 45 seconds East, 210.25 feet to a point on the edge of said bank;  
South 20 degrees 13 minutes 17 seconds East, 116.59 feet to a point on the edge of said bank;  
South 26 degrees 38 minutes 45 seconds East, 210.72 feet to a point on the edge of said bank;  
South 43 degrees 09 minutes 18 seconds East, 368.01 feet to a point on the edge of said bank;  
South 58 degrees 18 minutes 13 seconds East, 702.31 feet to a point on the edge of said bank;  
South 70 degrees 10 minutes 54 seconds East, 227.72 feet to a point on the edge of said bank;  
South 61 degrees 53 minutes 08 seconds East, 149.70 feet to a point on the edge of said bank;  
South 66 degrees 38 minutes 15 seconds East, 109.15 feet to a point on the edge of said bank;  
South 72 degrees 02 minutes 19 seconds East, 255.87 feet to a point on the edge of said bank;  
South 80 degrees 10 minutes 26 seconds East, 226.74 feet to a point on the edge of said bank;  
South 77 degrees 54 minutes 10 seconds East, 210.49 feet to a point on the edge of said bank;  
South 78 degrees 04 minutes 28 seconds East, 338.07 feet to a point on the edge of said bank;  
South 81 degrees 09 minutes 43 seconds East, 63.25 feet to a point on the edge of said bank;  
South 83 degrees 15 minutes 01 seconds East, 180.56 feet to a point on the edge of said bank;  
South 81 degrees 37 minutes 36 seconds East, 305.48 feet to a point on the edge of said bank;  
South 71 degrees 40 minutes 27 seconds East, 637.53 feet to a point on the edge of said bank;  
South 78 degrees 20 minutes 26 seconds East, 427.78 feet to a point on the edge of said bank;  
South 78 degrees 56 minutes 52 seconds East, 658.37 feet to a point on the edge of said bank;  
South 86 degrees 17 minutes 37 seconds East, 246.35 feet to a point on the edge of said bank;  
South 89 degrees 26 minutes 55 seconds East, 205.86 feet to a point on the edge of said bank;  
North 82 degrees 29 minutes 38 seconds East, 272.18 feet to a point on the edge of said bank;  
North 78 degrees 27 minutes 10 seconds East, 362.37 feet to a point on the edge of said bank;  
North 63 degrees 40 minutes 13 seconds East, 143.06 feet to a point on the edge of said bank;  
North 55 degrees 21 minutes 17 seconds East, 374.17 feet to a point on the edge of said bank;  
North 35 degrees 35 minutes 01 seconds East, 230.24 feet to a point on the edge of said bank;  
North 21 degrees 40 minutes 29 seconds East, 207.27 feet to a point on the edge of said bank;  
North 14 degrees 34 minutes 00 seconds East, 235.23 feet to a point on the edge of said bank;  
North 11 degrees 23 minutes 03 seconds East, 133.17 feet to a point on the edge of said bank;  
North 17 degrees 36 minutes 45 seconds East, 40.93 feet to a point on the edge of said bank;  
North 07 degrees 43 minutes 28 seconds East, 285.68 feet to a point on the edge of said bank;  
North 04 degrees 56 minutes 48 seconds East, 407.65 feet to a point on the edge of said bank;  
North 17 degrees 10 minutes 07 seconds West, 321.15 feet to a point on the edge of said bank;  
North 63 degrees 48 minutes 14 seconds West, 412.37 feet to a point on the edge of said bank;  
North 56 degrees 49 minutes 26 seconds West, 834.22 feet to a point on the edge of said bank;  
North 46 degrees 05 minutes 46 seconds West, 431.78 feet to a point on the edge of said bank;  
North 06 degrees 59 minutes 12 seconds West, 445.48 feet to a point on the edge of said bank;  
North 05 degrees 38 minutes 10 seconds East, 298.91 feet to a point on the edge of said bank;  
North 23 degrees 26 minutes 17 seconds East, 207.35 feet to a point on the edge of said bank;  
North 41 degrees 19 minutes 35 seconds East, 125.24 feet to a point on the edge of said bank;  
North 44 degrees 25 minutes 34 seconds East, 151.41 feet to a point on the edge of said bank;  
North 53 degrees 37 minutes 11 seconds East, 206.34 feet to a point on the edge of said bank;  
South 82 degrees 03 minutes 25 seconds East, 158.93 feet to a point on the edge of said bank;  
South 80 degrees 30 minutes 36 seconds East, 151.91 feet to a point on the edge of said bank;  
North 89 degrees 10 minutes 38 seconds East, 176.16 feet to a point on the edge of said bank;  
North 86 degrees 54 minutes 33 seconds East, 106.47 feet to a point on the edge of said bank;  
South 86 degrees 48 minutes 51 seconds East, 137.77 feet to a point on the edge of said bank;  
South 83 degrees 33 minutes 04 seconds East, 190.29 feet to a point on the edge of said bank;  
North 87 degrees 34 minutes 13 seconds East, 116.72 feet to a point on the edge of said bank;  
South 83 degrees 39 minutes 56 seconds East, 347.06 feet to a point on the edge of said bank;  
South 35 degrees 01 minutes 25 seconds East, 363.45 feet to a point on the edge of said bank;  
South 18 degrees 40 minutes 32 seconds East, 411.56 feet to a point on the edge of said bank;  
South 04 degrees 17 minutes 50 seconds East, 317.60 feet to a point on the edge of said bank;  
South 05 degrees 51 minutes 40 seconds East, 556.51 feet to a point on the edge of said bank;  
South 05 degrees 34 minutes 51 seconds East, 511.10 feet to a point on the edge of said bank;  
South 33 degrees 07 minutes 06 seconds East, 631.86 feet to a point on the edge of said bank;  
South 55 degrees 23 minutes 51 seconds East, 415.78 feet to a point on the edge of said bank;  
South 88 degrees 56 minutes 28 seconds East, 577.53 feet to a point on the edge of said bank;  
North 42 degrees 24 minutes 29 seconds East, 506.09 feet to a point on the edge of said bank;  
North 22 degrees 38 minutes 29 seconds East, 667.79 feet to a point on the edge of said bank;  
North 09 degrees 19 minutes 16 seconds West, 440.41 feet to a point on the edge of said bank;  
North 17 degrees 00 minutes 16 seconds West, 915.88 feet to a point on the edge of said bank;  
North 37 degrees 47 minutes 21 seconds West, 793.43 feet to a point on the edge of said bank;  
North 26 degrees 36 minutes 41 seconds West, 359.01 feet to a point on the edge of said bank;  
North 24 degrees 12 minutes 14 seconds West, 302.83 feet to a point on the edge of said bank;

North 11 degrees 55 minutes 42 seconds East, 301.74 feet to a point on the edge of said bank;  
North 44 degrees 46 minutes 54 seconds East, 280.55 feet to a point on the edge of said bank;  
North 75 degrees 11 minutes 36 seconds East, 316.77 feet to a point on the edge of said bank;  
South 77 degrees 55 minutes 45 seconds East, 203.55 feet to a point on the edge of said bank;  
South 73 degrees 20 minutes 26 seconds East, 200.32 feet to a point on the edge of said bank;  
South 66 degrees 25 minutes 34 seconds East, 290.07 feet to a point on the edge of said bank;  
South 58 degrees 06 minutes 26 seconds East, 508.76 feet to a point on the edge of said bank;  
South 56 degrees 08 minutes 23 seconds East, 97.71 feet to a point on the edge of said bank;  
South 57 degrees 53 minutes 20 seconds East, 126.84 feet to a point on the edge of said bank;  
South 48 degrees 38 minutes 24 seconds East, 276.86 feet to a point on the edge of said bank;  
South 54 degrees 06 minutes 55 seconds East, 480.47 feet to a point on the edge of said bank;  
South 66 degrees 56 minutes 32 seconds East, 661.50 feet to a point on the edge of said bank;  
South 79 degrees 24 minutes 34 seconds East, 764.54 feet to a point on the edge of said bank;  
North 88 degrees 9 minutes 15 seconds East, 1440.68 feet to a point on the edge of said bank;  
South 70 degrees 37 minutes 48 seconds East, 290.63 feet to a point on the edge of said bank;  
South 43 degrees 20 minutes 20 seconds East, 106.70 feet to a point on the edge of said bank;  
South 23 degrees 37 minutes 51 seconds East, 183.17 feet to a point on the edge of said bank;  
South 13 degrees 51 minutes 09 seconds East, 703.37 feet to a point on the edge of said bank;  
South 18 degrees 55 minutes 11 seconds East, 506.11 feet to a point on the edge of said bank;  
South 19 degrees 09 minutes 40 seconds East, 697.15 feet to a point on the edge of said bank;  
South 07 degrees 26 minutes 35 seconds East, 574.80 feet to a point on the edge of said bank;  
South 14 degrees 16 minutes 36 seconds East, 438.40 feet to a point on the edge of said bank;  
South 21 degrees 43 minutes 44 seconds East, 694.24 feet to a point on the edge of said bank;  
South 19 degrees 43 minutes 06 seconds East, 819.22 feet to a point on the edge of said bank;  
South 13 degrees 06 minutes 06 seconds East, 740.93 feet to a point on the edge of said bank;  
South 06 degrees 17 minutes 41 seconds East, 575.87 feet to a point on the edge of said bank;  
South 01 degrees 38 minutes 58 seconds East, 703.94 feet to a point on the edge of said bank;  
South 09 degrees 41 minutes 32 seconds West, 531.81 feet to a point on the edge of said bank;  
South 17 degrees 50 minutes 29 seconds West, 496.55 feet to a point on the edge of said bank;  
South 36 degrees 05 minutes 25 seconds West, 783.19 feet to a point on the edge of said bank;  
South 56 degrees 24 minutes 28 seconds West, 355.22 feet to a point on the edge of said bank;  
South 65 degrees 23 minutes 26 seconds West, 400.32 feet to a point on the edge of said bank;  
South 75 degrees 25 minutes 46 seconds West, 891.64 feet to a point on the edge of said bank;  
South 82 degrees 39 minutes 54 seconds West, 670.84 feet to a point on the edge of said bank;  
North 87 degrees 18 minutes 18 seconds West, 1090.37 feet to a point on the edge of said bank;  
South 70 degrees 58 minutes 08 seconds West, 618.62 feet to a point on the edge of said bank;  
South 38 degrees 36 minutes 39 seconds West, 582.48 feet to a point on the edge of said bank;  
South 25 degrees 59 minutes 08 seconds West, 475.00 feet to a point on the edge of said bank;  
South 08 degrees 06 minutes 47 seconds West, 599.46 feet to a point on the edge of said bank;  
South 26 degrees 05 minutes 38 seconds East, 483.64 feet to a point on the edge of said bank;  
South 41 degrees 52 minutes 12 seconds East, 656.61 feet to a point on the edge of said bank;  
South 58 degrees 37 minutes 27 seconds East, 768.25 feet to a point on the edge of said bank;  
South 83 degrees 00 minutes 51 seconds East, 665.15 feet to a point on the edge of said bank;  
North 85 degrees 50 minutes 09 seconds East, 813.10 feet to a point on the edge of said bank;  
North 48 degrees 39 minutes 03 seconds East, 421.36 feet to a point on the edge of said bank;  
North 51 degrees 05 minutes 31 seconds East, 1141.45 feet to a point on the edge of said bank;  
North 46 degrees 43 minutes 07 seconds East, 455.82 feet to a point on the edge of said bank;  
North 65 degrees 37 minutes 36 seconds East, 306.46 feet to a point on the edge of said bank;  
North 83 degrees 10 minutes 26 seconds East, 299.68 feet to a point on the edge of said bank;  
South 58 degrees 45 minutes 58 seconds East, 237.14 feet to a point on the edge of said bank;  
South 35 degrees 47 minutes 17 seconds East, 287.68 feet to a point on the edge of said bank;  
South 12 degrees 13 minutes 40 seconds East, 437.40 feet to a point on the edge of said bank;  
South 07 degrees 43 minutes 29 seconds West, 441.63 feet to a point on the edge of said bank;  
South 12 degrees 11 minutes 02 seconds West, 405.58 feet to a point on the edge of said bank;  
South 07 degrees 35 minutes 01 seconds West, 1065.51 feet to a point on the edge of said bank;  
South 25 degrees 56 minutes 33 seconds East, 1178.42 feet to a point on the edge of said bank;  
South 35 degrees 30 minutes 50 seconds East, 603.16 feet to a point on the edge of said bank;  
South 47 degrees 24 minutes 05 seconds East, 473.86 feet to a point on the edge of said bank;  
South 78 degrees 02 minutes 39 seconds East, 907.16 feet to a point on the edge of said bank;  
South 77 degrees 57 minutes 45 seconds East, 592.15 feet to a point on the edge of said bank;  
South 77 degrees 41 minutes 43 seconds East, 671.58 feet to a point on the edge of said bank;  
South 69 degrees 25 minutes 37 seconds East, 686.80 feet to a point on the edge of said bank;  
South 46 degrees 44 minutes 20 seconds East, 191.75 feet to a point on the edge of said bank;  
South 24 degrees 50 minutes 47 seconds East, 207.30 feet to a point on the edge of said bank;  
South 09 degrees 49 minutes 34 seconds East, 448.93 feet to a point on the edge of said bank;  
South 28 degrees 10 minutes 11 seconds East, 375.01 feet to a point on the edge of said bank;  
South 25 degrees 16 minutes 35 seconds East, 103.01 feet to a point on the edge of said bank, from which  
a 1/2 inch steel rod set bears South 42 degrees 08 minutes 15 seconds West, 100.00 feet for witness;

THENCE South 42 degrees 08 minutes 15 seconds West, 3582.34 feet generally along the center of an abandoned road to a 1/2 inch steel rod set at the most Easterly South corner of said 1135.251 acres and the East corner of that called 400 acres of land described as Tract Two in a deed to Mary E. Barnhart as recorded in Volume 465, Page 324 of the Deed Records of Burleson County, Texas;

THENCE North 43 degrees 14 minutes 04 seconds West, 5590.40 feet to a concrete monument found at the North corner of said 400 acres;

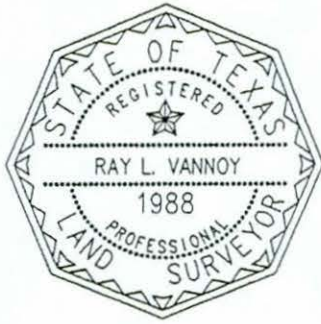
THENCE South 42 degrees 45 minutes 59 seconds West, 3155.93 feet to a 1/2 inch steel rod set at the most Northerly West corner of said 400 acres;

THENCE North 48 degrees 12 minutes 34 seconds West, 1401.13 feet to a 60d nail found in a fence corner at the North corner of that called 589.933 acres of land described in a deed to New Finley Company as recorded in Volume 361, Page 827 of the Deed Records of Burleson County, Texas;

THENCE South 42 degrees 14 minutes 17 seconds West, 2519.54 feet along the Northwest line of said 589.933 acres to the Point of Beginning, containing 4975.8 acres of land, SAVE AND EXCEPT 77.7 acres described in a deed to Louis Loehr recorded in Volume 248, Page 758 of the Deed Records of Burleson County, Texas, leaving a net of 4898.1 acres of land.

The description shown hereon was prepared from an on-the-ground survey performed under my supervision during the month of July, 2003.

August 17, 2003



0307-018  
Plat Attached

Ray L. Vannoy  
R.P.L.S. No. 1988

Doc	Bk	Vol	Ps
00003589	OR	609	17

1. Terms and conditions of Mineral Deed dated June 12, 1981, from Lewis-Simpson Ranch, Inc. to Marvin A. Simpson, recorded in Volume 288, Page 290 of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
2. Terms and conditions of Mineral Deed dated April 22, 1982, from Lewis-Simpson Ranch, Inc. to William M. Simpson, et ux, recorded in Volume 303, Page 500 of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
3. Terms and conditions of Mineral Deed dated April 22, 1982, from Lewis-Simpson Ranch, Inc. to Eugene R. Lewis, et ux, recorded in Volume 303, Page 512 of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
4. Terms and Conditions of Quitclaim Deed dated May 22, 1991, from NCNB Texas National Bank-Fort Worth (formerly known as InterFirst Bank of Fort Worth, N.A.) as Executor of the Estate of Eleanor Chance Couch and as Trustee of the George G. Chance Trust for Eleanor Chance Couch to Edizione Realty Corporation, recorded in Volume 408, Page 810 of the Deed Records of Burleson County, Texas.
5. Terms and conditions of mineral and royalty reservations described in Deed dated April 19, 1976, from Patience Chance Thomason et al to Eugene R. Lewis, et ux recorded in Volume 232, Page 389 and in Volume 232, Page 700, of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.
6. 20' Utility Easement dated July 10, 1937, executed by George G. Chance to the City of Bryan recorded in Volume 88, Page 488 of the Deed Records of Burleson County, Texas.
7. 40' Pipeline Easement dated July 16, 1960, executed by William E. Thomason, et al to the Old Ocean Fuel Company recorded in Volume 142, Page 71 and Volume 142, Page 64, of the Deed Records of Burleson County, Texas.
8. Right of Way Agreement dated February 7, 1992, executed by Brazos Enterprises Corp to Ferguson Crossing Pipe Line Company recorded in Volume 421, Page 516 of the Deed Records of Burleson County, Texas.
9. Right of Way Easement dated August 23, 1985, executed by Buffalo Ranch Company, Limited to the City of Bryan, Texas, recorded in Volume 353, Page 508 of the Deed Records of Burleson County, Texas. (Tract 1)
10. Right of Way Agreement dated May 19, 1981, executed by Buffalo Ranch Co., Ltd. to Ferguson Crossing Pipe Line Co. recorded in Volume 287, Page 231 of the Deed Records of Burleson County, Texas.

Exhibit "B"  
Permitted Exceptions

11. Right of Way Agreement dated May 19, 1981, executed by Buffalo Ranch Co., Ltd. to Wesco Pipeline Company recorded in Volume 288, Page 201 of the Deed Records of Burleson County, Texas.
12. Right of Way Agreement dated August 27, 1981, executed by Buffalo Ranch Co., Ltd. to Ferguson Crossing Pipe Line Co., recorded in Volume 296, Page 450 of the Deed Records of Burleson County, Texas. (Tract 1)
13. Terms, conditions and stipulations of Amendment of Oil, Gas and Mineral Lease dated March 21, 1994, between Brazos Enterprises Corp., and Apache Corporation, et al recorded in Volume 230, Page 635 of the Oil and Gas Lease Records of Burleson County, Texas.
14. Terms, conditions and stipulations of Amendment of Oil, Gas and Mineral Lease dated December 9, 1993, between Brazos Enterprises Corporation and Apache Corporation recorded in Volume 227, Page 82, of the Oil and Gas Lease Records of Burleson County, Texas.
15. Right of Way Easement described in instrument dated March 12, 1991, from Edizone Realty Corp. to GTE Southwest Incorporated and recorded in Volume 407, Page 798 of the Deed Records of Burleson County, Texas.
16. Right of Way Easement dated July 16, 1960 from William E. Thomason, et al to Old Ocean Fuel Company recorded in Volume 142, Page 124 of the Deed Records of Burleson County, Texas.
17. Drainage ditch easement, dated November 19, 1842, granted to William E. Thomason, Executor and Trustee of the George G. Chance Estate, and Trustee for Jas. O. Chance, as evidenced by Agreement to Hold Harmless; dated November 23, 1962, executed by William E. Thomason, et al to Joe S. Surovik and wife, Mrs. Minnie Surovik, recorded in Volume 149, Page 579 of the Deed Records of Burleson County, Texas.
18. Right of Way and Easement dated July 16, 1960, executed by William E. Thomason et al to Old Ocean Fuel Company recorded in Volume 142, Page 131 of the Deed Records of Burleson County, Texas.
19. Terms, conditions and stipulations of Oil and Gas and Mineral Lease filed March 1, 1993, between Brazos Enterprises Corp., et al and Moon Operating, Inc. et al, recorded in Volume 215, Page 357 of the Oil and Gas Lease Records of Burleson County, Texas and as affected by Amendment to Oil and Gas Lease recorded in Volume 216, Page 17, Deed Records of Burleson County, Texas and as further affected by Unit Declaration recorded in Volume 221, Page 826, Deed Records of Burleson County, Texas.
20. Terms, conditions and stipulations of Oil, Gas and Mineral Lease dated July 14, 1993, executed by Brazos Enterprises Corp. to Apache Corporation, recorded in Volume 221, Page 104 of the Oil and Gas Lease Records of Burleson County, Texas.
21. Right of Way Grant dated June 18, 1993, executed by Brazos Enterprises Corp. to Philips Natural Gas Company recorded in Volume 436, Page 518 of the Deed Records of Burleson County, Texas and as corrected in Volume 440, Page 228, Deed Records of Burleson County, Texas.

Exhibit "B"

## Permitted Exceptions

22. Right of Way Grant dated December 15, 1993, executed by Brazos Enterprises Corp. to Phillips Natural Gas Company, recorded in Volume 440, Page 715, of the Deed Records of Burleson County, Texas.
23. One-half (1/2) of Grantor's interest in the oil, gas and other minerals in, under and that may be produced from the herein described property, and 1/2 of Grantor's interest in coal, lignite, sulphur, sand, gravel, uranium, and other minerals of every kind or character (whether similar or dissimilar) in, on or that may be produced from the said land herein described as reserved by Grantor in deed from Lewis Simpson Ranch, Inc. to Buffalo Ranch Company, Ltd., dated June 7, 1979, recorded in Volume 255, Page 115 of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes and as amended in Volume 269, Page 11, Deed Records of Burleson County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument.
24. Terms, conditions and stipulations of Amendment of Oil and Gas Lease dated June 1, 1974, between the George G. Chance Estate and Skelly Oil Company executed by Brazos Enterprises Corp. dba Buffalo Ranch to Okie Crude Company, dated January 18, 1993, recorded in Volume 211, Page 333, of the Oil and Gas Lease Records of Burleson County, Texas.
25. Terms, conditions and stipulations of Amendment of Oil and Gas Lease dated March 21, 1994, between Brazos Enterprises Corporation dba Buffalo Ranch and Okie Crude Company, recorded in Volume 229, Page 137 of the Oil and Gas Lease Records of Burleson County, Texas.
26. Right of Way Grant dated August 6, 1993, executed by Brazos Enterprises Corp. to Moon Operating, Inc. recorded in Volume 436, Page 564 of the Deed Records of Burleson County, Texas.
27. Terms, conditions and stipulations of Partial Release dated May 21, 1985, executed by Clayton W. Williams, Jr. et al to Buffalo Ranch Company, Limited, recorded in Volume 129, Page 208 of the Oil and Gas Lease Records of Burleson County, Texas.
28. Terms, conditions and stipulations of Unit Declaration for Moon Operating, Inc., P.C. Thomason Well No. 1-A, dated October 12, 1993, recorded in Volume 222, Page 1 of the Oil and Gas Lease Records of Burleson County, Texas.
29. Memorandum of Oil and Gas Lease dated May 2001 from Brazos Enterprises Corp. to WCS Oil & Gas Corp., recorded in Volume 547, Page 722 of the Official Public Records of Burleson County, Texas. (Tract 1)
30. Memorandum of Oil and Gas Lease dated August 14, 2001, from Brazos Enterprises Corp. to WCS Oil & Gas Corp., recorded in Volume 553, Page 854 of the Official Public Records of Burleson County, Texas. (Tract 1)
31. Any portion of the herein described property which may lie within the boundaries of the one acre of land set aside for road use described in instrument dated July, 1900 from Gus Law to E.G. Banks, County Judge of Burleson County, Texas, recorded in Volume 17, Page 560 of the Deed Records of Burleson County, Texas. (Tract 1)

Exhibit "B"

## Permitted Exceptions

32. Utility easement dated May 8, 1950, executed by Mrs. J.O. (Lucille) Alexander to the City of Bryan, Texas, recorded in Volume 106, Page 593 of the Deed Records of Burleson County, Texas. (Tract 2)
33. Any portion of the herein described property which may lie within the boundaries of the lot for school purposes or as conveyed to the Levee Commissioner as described in deed dated January 3, 1930, from Henry Kovar, et ux to Mrs. Georgia G. Chance, recorded in Volume 70, Page 542 of the Deed Records of Burleson County, Texas. (Tract 2)
34. Any portion of the herein described property lying within the boundaries of the one (1) acre conveyed for church purposes as described in Deed from James O. Chance to the Deacons of Whites Chapel Church dated September 24, 1919, recorded in Volume 56, Page 17 of the Deed Records of Burleson County, Texas. (Tract 2)
35. Pipeline Right of Way Agreement dated January 26, 1994, executed by Brazos Enterprises Corp. to Apache Corporation recorded in Volume 444, Page 254 of the Deed Records of Burleson County, Texas. (Tract 2)
36. Right of Way Agreement dated May 6, 1991, executed by Edizione Realty Corp to Ferguson Crossing Pipeline Company recorded in Volume 421, Page 547 of the Deed Records of Burleson County, Texas. (Tract 2)
37. Right of Way Agreement dated February 11, 1991, executed by Edizione Realty Corp. to Ferguson Crossing Pipeline Company recorded in Volume 410, Page 175 of the Deed Records of Burleson County, Texas. (Tract 2)
38. Right of Way Agreement dated May 22, 1984, executed by Buffalo Ranch Co., Ltd. to Ferguson Crossing Pipe Line Company, recorded in Volume 331, Page 179 of the Deed Records of Burleson County, Texas. (Tract 2)
39. Right of Way Agreement dated July 8, 1991, executed by Edizione Realty Corp. to Ferguson Crossing Pipe Line Company recorded in Volume 414, Page 566 of the Deed Records of Burleson County, Texas. (Tract 2)
40. Right of Way Agreement dated January 2, 1992, executed by Brazos Enterprises Corp. to Ferguson Crossing Pipe Line Company recorded in Volume 417, Page 411 of the Deed Records of Burleson County, Texas. (Tract 2)
41. Terms, conditions and stipulations of Oil, Gas and Mineral Lease dated December 22, 1993, executed by Brazos Enterprises Corp. to Inco Oil Corporation recorded in Volume 226, Page 426 of the Oil and Gas Lease Records of Burleson County, Texas. (Tracts 2)
42. Any portion of the herein described property lying within the boundaries of the property described in Deed for road and bridge purposes dated June 25, 1907, executed by Laura Koppe, et al to A.G. Board, County Judge of Brazos County, Texas, recorded in Volume 30, Page 593 of the Deed Records of Burleson County, Texas. (Tract 2)

Exhibit "B"

## Permitted Exceptions

43. Any portion of the herein described property lying within the boundaries of the property for railroad purposes as described in Deed dated January 24, 1914, from J.F. Robinson, et al to Bryan & Central Texas Interurban Ry. Co., recorded in Volume 50, Page 177, of the Deed Records of Burleson County, Texas. (Tract 2)
44. Terms, conditions and stipulations contained within that certain Lease Contract dated August 28, 1929, from Allen Smith to Douglas Royder recorded in Volume 70, Page 628 of the Deed Records of Burleson County, Texas. (Tract 2)
45. All mineral interest, the royalties, bonuses, rentals and all other rights in connection with said mineral rights bonuses, and rentals, described in Final Judgment dated March 23, 1982, styled State of Texas v. Lewis Simpson Ranch, Inc., et al and being Cause No. 17,260 in the 21st Judicial District Court of Burleson County, Texas, recorded in Volume V, Page 359 of the District Court Minutes of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tracts 2)
46. Right of Way Agreement dated August 1, 2001, from Brazos Enterprises Corp. to Mitchell Gas Services, L.P., recorded in Volume 553, Page 454 of the Official Public Records of Burleson County, Texas. (Tract 2)
47. Right of Way Agreement dated August 8, 2001, from Brazos Enterprises Corp to Mitchell Gas Services, L.P., recorded in Volume 557, Page 44 of the Official Public Records of Burleson County, Texas. (Tract 2)
48. Supplemental Right of Way Agreement dated October 22, 2001, from Brazos Enterprises Corporation and Mitchell Gas Services, L.P., recorded in Volume 562, Page 313 of the Official Public Records of Burleson County, Texas. (Tract 2)
49. Right of Way Agreement dated September 28, 2001, from Brazos Enterprises Corp. to Mitchell Gas Services L.P., recorded in Volume 562, Page 315 of the Official Public Records of Burleson County, Texas. (Tract 2)
50. Right of Way Agreement dated September 28, 2001, from Brazos Enterprises Corp. to Mitchell Gas Services L.P., recorded in Volume 562, Page 319 of the Official Public Records of Burleson County, Texas. (Tract 2)
51. A reservation by Grantors, their heirs and assigns for a period of twenty (20) years, an undivided 1/16, the same being an undivided 1/2 of the usual 1/8 royalty in and to all oil royalty, gas royalty, royalty from casinghead gas, and royalty from, in and to all other minerals, and for the same period an undivided 1/2 of the royalty in and to all coal and Lignite, in, under and that may be produced from the above described lands and premises, and all other provisions concerning said royalty interest as set out in the Deed from J.O. Alexander, Jr. and wife, Nan I. Alexander, M.L. Cashion, D.B. Haddox and Joe E. Vincent to Eugene R. Lewis, William M. Simpson and Marvin A. Simpson, dated January 17, 1977, and recorded in Volume 237, Page(s) 717-722 of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 2)

Exhibit "B"

## Permitted Exceptions

52. Affidavit as to additional mineral agreement dated June 4, 1979, from William S. Thornton recorded in Volume 255, Page 61 of the Deed Records of Burleson County, Texas. (Tract 2)
53. Terms, conditions and stipulations of Oil, Gas and Mineral Lease dated August 2, 1993, executed by Brazos Enterprises Corp. to Moon Operating, Inc., recorded in Volume 219, Page 758 of the Oil and Gas Lease Records of Burleson County, Texas. (Tract 2)
54. Terms and conditions of reservation in Deed dated April 24, 1944, from Margaret B. Minor to R.F. Smith, et ux recorded in Volume 90, Page 587 of the Deed Records of Burleson County, Texas. The said Margaret B. Minor retained 1/2 of all rentals and 1/16th royalty in event of production but does not have leasing rights on said 1/2 interest, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 2)
55. Utility easement dated May 9, 1950, from R.F. Smith, et al to the City of Bryan recorded in Volume 106, Page 601, of the Deed Records of Burleson County, Texas. (Tract 2)
56. One-half (1/2) mineral interest, the royalties, bonuses, rentals, and all other rights in connection with said mineral rights, bonuses, and rentals, described in instrument dated January 10, 1956 from Robert F. Smith, et ux to Reed E. Greenwood, et ux recorded in Volume 126, Page 455 of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 2)
57. Undivided 1/2 royalty interest, the royalties, bonuses, rentals and all other rights in connection with said royalty rights, bonuses, and rentals, described in instrument from H.H. Moore, et ux to Eugene R. Lewis, et ux, dated June 17, 1977, recorded in Volume 240, Page 301, of the Deed Records of Burleson County, Texas, reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 2)
58. An undivided 2/3 mineral interest, the royalties, bonuses, rentals, and all other rights in connection with said mineral rights, bonuses, and rentals, described in instrument from Robert T. Moore, et al to H.H. Moore, et ux dated December 31, 1969, recorded in Volume 181, Page 315, of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 2)
59. Terms and conditions of Mineral Deed dated October 29, 1976, from L.C. Frede to H.H. Moore, et ux recorded in Volume 239, Page 178 of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 2)
60. Right of Way Easement described in instrument dated May 22, 1981, from Annette Varisco, Individually and Annette Varisco as Independent Executrix of the Estate of Joe Varisco, Deceased to Wesco Pipe Line Co. and recorded in Volume 287, Page 61, of the Deed Records of Burleson County, Texas. (Tract 1)

Exhibit "B"  
Permitted Exceptions

61. Pipeline Easement described in instrument dated January 11, 1991, from TAC Realty, Inc. to Clajon Gas Company, L.P., and recorded in Volume 404, Page 721 of the Deed Records of Burleson County, Texas. (Tract 1)
62. Right of Way Easement described in instrument dated January 10, 1992, from TAC Realty, Inc. to Ferguson Crossing Pipe Line Company and recorded in Volume 417, Page 415 of the Deed Records of Burleson County, Texas. (Tract 1)
63. Terms, conditions and stipulations of Mineral Deed from First American Bank, Bryan, Texas, to Keith H. Kuttler, Truman Allen and William C. Atkinson, et al dated August 1, 1995, recorded in Volume 459, Page 662 of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 1)
64. Right of Way Easement described in instrument dated March 22, 1960 from Joe Varisco to Old Ocean Fuel Company and recorded in Volume 141, Page 122 of the Deed Records of Burleson County, Texas. (Tract 1)
65. All mineral interest, the royalties, bonuses, rentals and all other rights in connection with said mineral rights, bonuses and rentals, described in instrument from H.P. Drought to Joe Varisco, dated December 16, 1943, recorded in Volume 89, Page 358 of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 1)
66. All mineral interest, the royalties, bonuses, rentals and all other rights in connection with said mineral rights, bonuses and rentals, described in instrument from First American Bank, Bryan, Texas to TAC Realty, Inc. dated December 28, 1989, recorded in Volume 393, Page 351 of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 1)
67. Right of Way Easement described in instrument dated August 25, 1981, from Annette Varisco, Independent Executrix of the Estate of Joe Varisco, Deceased and Annette Varisco, Individually to the City of Bryan, Texas, and recorded in Volume 292, Page 493 of the Deed Records of Burleson County, Texas. (Tract 1)
68. Terms, conditions and stipulations of Memorandum of Oil and Gas Lease from First American Bank, Bryan, Texas to Union Pacific Resources Company dated March 14, 1990, recorded in Volume 168, Page 471 of the Oil and Gas Lease Records of Burleson County, Texas and as affected by Volume 242, Page 791, Oil and Gas Records of Burleson County, Texas. (Tract 1)
69. Terms, conditions and stipulations of Mineral Deed effective December 8, 1994, from First American Bank, Bryan, Texas to Brazos Enterprises Corp., recorded in Volume 450, Page 758 of the Deed Records of Burleson County, Texas, to which instrument reference is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument. (Tract 1)

Exhibit "B"  
Permitted Exceptions

70. Right of Way Easement described in instrument dated October 27, 1980, from Annette Varisco, Individually and as Independent Executrix of the Estate of Joe Varisco to Clajon Gas Company and recorded in Volume 301, Page 962, of the Deed Records of Burleson County, Texas. (Tract 1)
71. Right of Way Agreement dated June 10, 1981, between Annette Varisco, et al and Ferguson Crossing Pipe Line Co. and recorded in Volume 288, Page 407 of the Deed Records of Burleson County, Texas. (Tract 1)
72. Pipeline Easement dated October 20, 2000 from Brazos Enterprises Corporation to Aquila Southwest Pipeline Corporation recorded in Volume 534, Page 659 of the Official Public Records of Burleson County, Texas.
73. Surface Easement and Use Agreement (Meter Site) dated October 20, 2000, from Brazos Enterprises Corp, to DEFS Austin Gathering, LP recorded in Volume 536, Page 36 of the Official Public Records of Burleson County, Texas. (Tract 1)
74. Designation of Unit - Leone No. 1 Unit dated September 29, 1994, executed by Apache Corporation, et al recorded in Volume 242, Page 795 and Volume 241, Page 356 of the Oil and Gas Lease Records of Burleson County, Texas.
75. Grant of Easement dated March 12, 1982, executed by Lewis-Simpson Ranch, Inc. to Seminole Pipeline Company recorded in Volume 315, Page 128 of the Deed Records of Burleson County, Texas. (39.41 acres)
76. Right of Way Agreement dated August 20, 1993, executed by Brazos Enterprises Corp. to Ferguson Burleson County Gas Gathering System recorded in Volume 442, Page 636 of the Deed Records of Burleson County, Texas.
77. Any portion of the herein described property lying within the one (1) acre described in deed dated September 27, 1930, from Georgia G. Chance to the Trustees of the Sand Prairie School District #28, Burleson County, Texas, recorded in Volume 73, Page 202 of the Deed Records of Burleson County, Texas.
78. Terms, conditions and stipulations of contract between James O. chance and the Bryan and Central Texas Interurban Railway Company dated July 6, 1913, recorded in Volume 47, Page 271 of the Deed Records of Burleson County, Texas.
79. Any portion of the herein described property which may lie within the boundaries of the abandoned Bryan Interurban Railway Right of Way.
80. Memorandum of Oil and Gas Lease dated July 6, 2000, from Brazos Enterprises Corp. to Union Pacific Resources Company recorded in Volume 526, Page 692 of the Official Public Records of Burleson County, Texas.

Exhibit "B"  
Permitted Exceptions

81. Memorandum of Oil and Gas Lease dated August 30, 2000, from Brazos Enterprises Corp. to Apache Corporation, recorded in Volume 530, Page 216 of the Official Public Records of Burleson County, Texas.
82. Memorandum of Oil and Gas Lease dated January 8, 2001, between Brazos Enterprises Corp. and Okie Operating Company, Ltd., recorded in Volume 539, Page 861 of the Official Public Records of Burleson County, Texas.
83. Right of Way Agreement dated May 8, 2001, from Brazos Enterprises Corporation d/b/a Buffalo Ranch to Mitchell Gas Services, L.P., recorded in Volume 546, Page 338 of the Official Public Records of Burleson County, Texas. (8.273.207 acres)
84. Any rights of adjoining property owners in and to that part of the insured land which may constitute accretion or avulsion.
85. Any portion of the herein described property lying within the boundaries of the 2 acres conveyed for church in a Deed to the Deacons of Whites Chapel executed by Harriett E. White, et al recorded in Volume 15, Page 13 of the Deed Record of Burleson County, Texas.
86. Any portion of the herein described property lying within the boundaries of the property described in Deed conveying 1 acre of land from J.W. Wood to the Trustees of the African Methodist Episcopal Church in the United States of America recorded in Volume 30, Page 325 of the Deed Records of Burleson County, Texas.
87. Any portion of the herein described property lying within the boundaries of the property described in Deed conveying 1 acre for public road from A.A. McKenzie to E.G. Banks, County Judge of Burleson County, Texas, recorded in Volume 17, Page 563 of the Deed Records of Burleson County, Texas.
88. Terms and conditions of Settlement Agreement and General Release dated May 23, 1991, executed by NCNB Texas National Bank-Fort Worth (formerly known as InterFirst Bank Fort Worth, N.A.) as Executor of the Estate of Eleanor Chance Couch and as Trustee of the George G. Chance Trust for Eleanor Chance Couch, recorded in Volume 408, Page 802 of the Deed Records of Burleson County, Texas.
89. Terms and conditions of District Court Judgments as to ownership and rights to minerals, as shown in Judgments recorded in Volume HH, Page 37, Volume YY, Page 237; Volume A-1, Page 622, all District Court Minutes, and as recorded in Volume 408, Page 802 and in Volume 414, Page 639 of the Deed Records of Burleson County, Texas.
90. Undivided one-half (1/2) interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by Holland Porter to Eugene R. Lewis, et al, dated September 7, 1976, recorded in Volume 234, Page 760, Deed Records of Burleson County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.

Exhibit "B"  
Permitted Exceptions

91. Terms, conditions and stipulations of that certain Contract regarding coal, lignite and all other minerals, dated January 17, 1977, by and between J.O. Alexander, Jr., et al, and Eugene R. Lewis, et al, recorded in Volume 237, Page 725, Deed Records of Burleson County, Texas. Said interest not traced subsequent to the date of the above cited instrument.
92. Unspecified interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto the grantor in Deed executed by The Estate of Joe Varisco, Deceased, et al, to Joe Varisco Ltd., a Texas limited partnership, dated January 29, 1988, recorded in Volume 375, Page 808, Deed Records of Burleson County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument.
93. Any portion of the above described property lying within the boundaries of dedicated or existing public roadways or which may be used for public road or public street purposes, including, but not limited to that portion within the boundaries of County Road 276.

Filed for Record in:  
Burleson County

On: Aug 29, 2003 at 11:17A

As an Official Public Records

Document Number: 00003589

Amount 47.00

Receipt Number - 28831

By  
Joy Bruner

STATE OF TEXAS COUNTY OF BURLESON  
I hereby certify that this instrument  
was filed on the date and time  
stamped hereon by me and was duly  
recorded in the volume and page of  
the named records of:  
Burleson County  
As stamped hereon by me.

Aug 29, 2003

Honorable Anna L. Schielack  
County Clerk

2.

File No. MF 706271

Special Warranty Deed

Date Filed: 5/26/06

Jerry E. Patterson, Commissioner

By: 

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

May 30, 2006

Mr. Tom Atkinson  
Okie Operating Company, Ltd.  
715 Mid Continent Tower  
Tulsa, Oklahoma 74103

Re: Transfer of Title  
Buffalo Ranch  
P. C. Thomason Well No.1  
Burleson County, Texas

Dear Mr. Atkinson:

Enclosed is a copy of a deed, which has been recorded in the records of Burleson County, Texas transferring the surface and mineral interest owned by Brazos Enterprises Corp. to the State of Texas for the benefit of the Permanent School Fund. Please adjust your records accordingly to reflect this change of interest so that oil and gas royalty payments will be properly made to the General Land Office ("GLO"). In all future correspondence with the GLO and when making royalty payments to the GLO for the referenced well please refer to Mineral File No. **M-106271**. Also please note that the State's interest is not subject to State or local taxes.

Thank you very much for your assistance, please let me know if you have any questions or need anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Daryl Morgan".

J. Daryl Morgan, CPL  
Energy Resources Division  
(512) 305-9106

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

[www.glo.state.tx.us](http://www.glo.state.tx.us)

5.

File No. MF706271

Jed Keller

Date Filed: 9/30/06

Jerry E. Patterson, Commissioner

By [Signature]



August 1, 2007

Jack Fritts  
Okie Crude Co.  
PO Box 74159.  
Tulsa, OK 74159

RE: GLO Assignment ID # 6044

Dear Mr. Fritts,

The General Land Office received the following instrument(s) and has filed them in the appropriate files. Please see attached "Exhibit A" for reference.

Assignment & Quick Claim of Oil & Gas Leases, Mineral Deed & Bill of Sale, executed July 1, 2006, from Atkinson Oil Co., as Assignee, to NBI Properties, Inc., as Assignee. MF106271.

**THIS ASSIGNMENT HAS NO RECORDING INFORMATION,  
PLEASE FORWARD A COPY WITH BURLESON COUNTY  
RECORDATION INFORMATION.**

Filing fees of \$0.00 were received in connection with the above lease. If you have any questions, please feel free to call me at (800) 998-4GLO, or at my direct number at (512) 463-6521.

Sincerely,

Beverly Boyd  
Mineral Leasing  
Energy Resources  
512-463-6521

---

## *Exhibit "A"*

*GLO ID*

*County*

*Lease*

---

6044    *Burleson*

MF106271

*Wednesday, August 01, 2007*

RECEIVED  
07 JUL 23 AM 11:02

STATE OF TEXAS                   §  
  §  
COUNTY OF BURLESON         §

**ASSIGNMENT & QUIT CLAIM OF OIL AND GAS  
LEASES, MINERAL DEED & BILL OF SALE**

*MF 106271*

**KNOW ALL MEN BY THESE PRESENTS:**

That, **ATKINSON OIL COMPANY**, 715 Mid Continent Tower, Tulsa, Oklahoma 74103, hereinafter referred to as "Grantor", for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer, sell, convey, grant and quit claim unto **NBI PROPERTIES, INC.**, P.O. Box 4470, Tulsa, OK 74159, hereinafter referred to as "Grantee", all of Grantor's right, title and interest, in and to the well(s) and land(s) described on the Exhibit "A" attached hereto and made a part hereof, including all oil and gas leases associated therewith, together with the rights incident thereto and all personal property appurtenant thereto, or used or obtained in connection therewith.

The term "oil and gas leases" as used in this Assignment is intended by Grantor to include all of Grantor's interest in acreage claimed for the purpose of establishing a pooled drilling or pro ration unit under applicable orders of the Railroad Commission of Texas.

Subject to the limitations set forth elsewhere in this Conveyance, Grantor intends hereby to convey and grant unto Grantee all of Grantor's right, title and interest, in and to the oil and gas well(s) and land(s) described on Exhibit "A", together with all oil and gas lease(s) associated therewith, whether such interest be denominated as leasehold interest, mineral interest, royalty interest, overriding royalty interest, production payment interest, or reversionary interest, whether or not such oil and gas leases are properly and completely tabulated herein. Grantor hereby appoints Grantee as Grantor's attorney-in-fact for the limited purpose of executing Division Orders and or Transfer Orders or other documents necessary or incident to the transfer of proceeds or production attributable to the interests conveyed by this Instrument. Grantor and Grantee further agree to prorate all tax liabilities and or benefits associated with the properties described herein as of the effective date of this Conveyance. Grantor shall pay all costs and retain all proceeds attributable to the subject properties prior to the effective date of this Conveyance. Grantor shall remain liable for all claims, liabilities, expenses, settlements, judgments, (including court costs, interest and attorney's fees) arising out of the ownership and operation of the subject properties prior to the effective date of this Conveyance.

Grantor indemnifies Grantee, its affiliates, and their respective officers, directors, employees and agents and hold them harmless for all expenses, settlements, judgments, court costs, interest and attorney's fees arising out of Grantor's ownership and operation of the well(s) prior to the effective date of this conveyance.

Grantee indemnifies Grantor, its affiliates, and their respective officers, directors, employees and agents and hold them harmless for all expenses, settlements, judgments, court costs, interest and attorney's fees arising out of Grantee's ownership and operation of the well(s) after the effective date of this conveyance.

Grantor makes this Conveyance to Grantee without warranty of title, expressed or implied in respect to the lands and interests conveyed herein.

The provisions of this Conveyance shall be binding upon all of the heirs, successors, representatives and assigns of the Grantor and Grantee.



**EXHIBIT "A"**

Attached to and made a part of that certain Assignment,  
and Quit Claim of Oil and Gas Leases, Mineral Deed and Bill of Sale  
by and between **ATKINSON OIL COMPANY**, as Grantor,  
and **NBI PROPERTIES, INC.**, as Grantee

**LIGHTSEY, G. W. #1**  
**THOMASON UNIT #1 (P. C. THOMASON #1 WELL)**  
**THOMASON #1-A**  
**BURLESON COUNTY, TEXAS**

**LIGHTSEY, G. W. #1**

DATE OF LEASE: January 15, 1980  
LESSOR: G. W. Lightsey, et al  
LESSEE: Ward Mustin  
RECORDED: Book 34 at Page 282  
DESCRIPTION: J. P. Coles Survey, A-12

Interest Conveyed: Working (Expense) Interest: 0.060  
Net Revenue Interest: 0.042  
Overriding Royalty Interest: 0.050

**THOMASON UNIT #1 (P. C. THOMASON #1 WELL) ★**

DATE OF LEASE: June 1, 1974  
LESSOR: George G. Chance Estate  
LESSEE: Skelly Oil Company  
RECORDED: Volume 15, Pages 340-344  
DESCRIPTION: 160 acre tract known as the Thomason Unit

DATE OF LEASE: December 1, 1974  
LESSOR: The First National Bank of Fort Worth, Texas  
Guardian of the Estate of Eleanor Chance Couch, a person of unsound mind  
LESSEE: Skelly Oil Company  
RECORDED: Volume 15, Page 345  
DESCRIPTION: 160 acre tract known as the Thomason Unit

Interest Conveyed: Working (Expense) Interest: 0.9877174  
Net Revenue Interest: 0.68152541  
Overriding Royalty Interest: 0.1016667

**THOMASON #1-A**

J. P. Coles Survey A-12

All of Grantor's interest in the oil, gas and other minerals and leases, from the top of the Buda Formation down to and including 100 feet below the base of the Georgetown Formation or the Stratigraphic equivalent in the Thomason #1-A Unit described in that Declaration of Pooled Unit Recorded in Volume 593, Page 800, receipt no. 25770 of the records of Burleson County, Texas, Containing 300.65 acres of land, more or less. It is Grantor's intent to convey all of Grantor's Interest in the leases described in that certain Stipulation of Interest and Cross Conveyance Recorded on February 18, 2003, in Book 593, Page 621, receipt No. 25723.

Interest Conveyed: Overriding Royalty Interest: 0.0125

6.

File No. MF106271

Assignment

Date Filed: 08.01.07

Jerry E. Patterson, Commissioner

By JEP

5.5.07

# NBI SERVICES, INC.

---

January 7, 2008

GA  
MF 106271

Texas General Land Office  
Attn: Beverly Boyd, Mineral Leasing  
PO Box 12873  
Austin, Texas 78711

Re: Lease MF 106271  
GLO ID 6044, Burleson County

Dear Ms. Boyd:

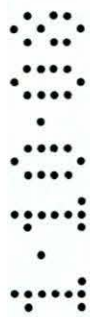
With reference to our telephone conversation last week, I think I found the recorded assignment you wrote Jack Fritts/Okie Crude Co. about last August, and have enclosed a copy for your files.

Please contact me at your convenience and let me know if this is correct or if further action is required.

Thank you.  
Sincerely,



Robert Semple  
Land Manager  
918-398-2734 office  
918-584-4128 fax  
e-mail [robert.semple@nbiservices.com](mailto:robert.semple@nbiservices.com)







**EXHIBIT "A"**

Attached to and made a part of that certain Assignment,  
and Quit Claim of Oil and Gas Leases, Mineral Deed and Bill of Sale  
by and between **ATKINSON OIL COMPANY**, as Grantor,  
and **NBI PROPERTIES, INC.**, as Grantee

**LIGHTSEY, G. W. #1**  
**THOMASON UNIT #1 (P. C. THOMASON #1 WELL)**  
**THOMASON #1-A**  
**BURLESON COUNTY, TEXAS**

**LIGHTSEY, G. W. #1**

DATE OF LEASE: January 15, 1980  
LESSOR: G. W. Lightsey, et al  
LESSEE: Ward Mustin  
RECORDED: Book 34 at Page 282  
DESCRIPTION: J. P. Coles Survey, A-12

Interest Conveyed:	Working (Expense) Interest:	0.060
	Net Revenue Interest:	0.042
	Overriding Royalty Interest:	0.050

**THOMASON UNIT #1 (P. C. THOMASON #1 WELL)**

DATE OF LEASE: June 1, 1974  
LESSOR: George G. Chance Estate  
LESSEE: Skelly Oil Company  
RECORDED: Volume 15, Pages 340-344  
DESCRIPTION: 160 acre tract known as the Thomason Unit

DATE OF LEASE: December 1, 1974  
LESSOR: The First National Bank of Fort Worth, Texas  
Guardian of the Estate of Eleanor Chance Couch, a person of unsound mind  
LESSEE: Skelly Oil Company  
RECORDED: Volume 15, Page 345  
DESCRIPTION: 160 acre tract known as the Thomason Unit

Interest Conveyed:	Working (Expense) Interest:	0.9877174
	Net Revenue Interest:	0.68152541
	Overriding Royalty Interest:	0.1016667

**THOMASON #1-A**

J. P. Coles Survey A-12

All of Grantor's interest in the oil, gas and other minerals and leases, from the top of the Buda Formation down to and including 100 feet below the base of the Georgetown Formation or the Stratigraphic equivalent in the Thomason #1-A Unit described in that Declaration of Pooled Unit Recorded in Volume 593, Page 800, receipt no. 25770 of the records of Burleson County, Texas, Containing 300.65 acres of land, more or less. It is Grantor's intent to convey all of Grantor's Interest in the leases described in that certain Stipulation of Interest and Cross Conveyance Recorded on February 18, 2003, in Book 593, Page 621, receipt No. 25723.

Interest Conveyed:	Overriding Royalty Interest:	0.0125
--------------------	------------------------------	--------



7.

File No. MF 106271

ASSIGNMENT

Date Filed: 11/10/08

Jerry E. Patterson, Commissioner

By: 

11008

**From:** Carl Bonn  
**To:** May, Mike  
**BC** Bonn, Carl  
**Date:** 8/7/2014 7:43 AM  
**Subject:** MF106271 - non-payment of RI by Chaparral  
**Attachments:** Bonn, Carl.vcf

Mike,  
Please check why we have not been paid on the referenced lease since Pacer Energy paid in Sept 2011.

Chaparral is the current operator and there has been continuous production.

Regards,  
Carl

Carl Bonn, CPL  
Landman, Energy Resources  
Texas General Land Office  
1700 N Congress Austin TX 78701  
P.O. Box 12873 Austin, TX 78711  
Office 512 463-5407 > Fax 512 475-1543

*(comment to Alamo 9-25-14  
- "Fwd to FM")*

8

File No. MF1062-11  
email to FM

Date Filed: 8-7-14  
Jerry Patterson, Commissioner

By CB