

MF113901

| | | | |
|--------------------|----------------|------------------|---------------|
| <i>State Lease</i> | <i>Control</i> | <i>Base File</i> | <i>County</i> |
| MF113901 | 65-902205 | | TARRANT |

| | | |
|-------------------------|----------------------|--------------------|
| <i>Survey</i> | TARRANT COUNTY ROADS | |
| <i>Block</i> | | |
| <i>Block Name</i> | | |
| <i>Township</i> | | |
| <i>Section/Tract</i> | | |
| <i>Land Part</i> | BEACH STREET | |
| <i>Part Description</i> | | |
| <i>Acres</i> | 0.348 | |
| <i>Depth Below</i> | <i>Depth Above</i> | <i>Depth Other</i> |

Leasing: _____

Analyst: GH

Maps: _____

GIS: MU

DocuShare: _____

| | | |
|----------------------|-----------------------------|--|
| <i>Name</i> | CHESAPEAKE EXPLORATION, LLC | |
| <i>Lease Date</i> | 4/3/2012 | |
| <i>Primary Term</i> | 1 yrs | |
| <i>Bonus (\$)</i> | \$1,044.00 | |
| <i>Rental (\$)</i> | \$0.00 | |
| <i>Lease Royalty</i> | 0.2500 | |



F1076129

CONTENTS OF FILE NO. M- 113901

| | | |
|--------------------------------------|---------|--|
| 1 App ^o Checklist | 3/1/12 | scanned PJ 7-7-2017 |
| 2 Lease | 4/5/12 | (See MF110848, item #34, Division Order) |
| 3 Cover Letter @ Barnes @ fms | 3/1/12 | scanned A 5-22-2019 |
| 4 Plat | " | |
| 5 Affidavit of highest consideration | " | |
| 6 Project Details | " | |
| 7 Final Letter | 4/4/12 | |
| 8 Waiver Letter | 3/21/12 | |
| <u>Scanned sm 7/29/13</u> | | |
| see MF 110848 at #10 for | | |
| BUCKSLIP FOR UNIT 7338 | 2-2-15 | |
| see MF 110848 at #11 for | | |
| Declaration of pooled unit | 2-2-15 | |
| see MF 110848 at #12-14 for | | |
| corrected declarations | 2-2-15 | |
| see MF 110848 at #15 for | | |
| First Amendment to Declaration | 2-2-15 | |
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| see MF 110848 at #25 for | | |
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| 1st Amendment to Declaration | 6-16-15 | |
| <u>scanned PJ 8-4-15</u> | | |
| (see MF-105814 #32, Avim 10291) | | |
| (Cherupedke (o) Total 6-26-17) | | |



GLO ONLY
STATE LEASE
MF-113901

RECEIVED
3/1/12

A

APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE
Revised May 2011

LESSEE Chusapeake Exploration, LLC

ADDRESS PO Box 18496, Oklahoma City, Oklahoma 73154
[Lessee name and address must be written as they will appear on the Lease.]

HIGHEST ADJACENT BONUS PER ACRE PAID \$ 3,000.00

TOTAL CONSIDERATION TO COMMISSIONER OF GENERAL LAND OFFICE

0.348 [net acres] \$1,044.00 Paid 2-28-12 [date]

TERM 1 year (the time remaining on terms of adjoining leases – use longest term remaining not to exceed 3 yrs)

HIGHEST ADJACENT LEASE ROYALTY RATE 25%

HIGHEST ADJACENT LEASE SHUT-IN ROYALTY ~~\$100~~ \$1200/well
[Note: Shut-in royalty will be highest in adjacent leases with a minimum of \$1200/well.]

TOTAL GROSS ACRES IN LEASE 0.348 TOTAL NET ACRES IN LEASE 0.348

COUNTY Tarrant

ALL NAMES OF ROAD/HIGHWAY/STREET BEING LEASED:
Beach Street Beach Street

Do you control all minerals or leasehold adjacent to the highway/roadway? Yes ___ No

Is the highway/roadway on Relinquishment Act Lands? Yes ___ No

The second page of this Application is a Checklist that **must be filled out and all items furnished** before a Highway Right of Way Lease will be prepared.

For questions:
George Martin
Texas General Land Office
1700 N Congress
Austin TX 78701
512-475-1512
george.martin@glo.texas.gov

J. Vantiper Survey
A-1590



APPLICATION & CHECKLIST FOR HIGHWAY RIGHT OF WAY LEASE

Revised May 2011

CHECKLIST

1. Cover letter
2. Application for Highway Right of Way (HROW) Lease
3. Plat showing boundaries and dimensions of right of way tract with highway/roadway labeled. [This will be used to prepare an exhibit to the lease.]
4. Processing fee – check attached
5. Executed Waivers of Preferential Right to Lease, if necessary.
6. Executed Affidavit of Consideration
7. Copies of all highway deeds, clipped together
8. Copies of adjacent leases, clipped together.
Put tabs on the leases with the highest bonus per acre, highest royalty, highest shut-in royalty and highlight those items on the tabbed page.
9. Exhibit "A" to be attached to the lease describing the area being leased (see Guidelines 8.)
10. Check to Commissioner of General Land Office for total consideration.
11. Check to Commissioner of General Land Office for 1-1/2% sales fee.

Include all the above information in one package and mail or deliver to:

George Martin
Texas General Land Office
1700 N Congress, Suite 840
Austin TX 78701

If you are pooling or unitizing at any time after the State lease has been issued, the following must be provided to the GLO:

1. Filled out Information for Highway Right-of-Way Unit Declaration
2. Copy of recorded unit designation
3. Copy of unit plat

For questions about pooling:

Beverly Boyd
Texas General Land Office
512-463-6521
beverly.boyd@glo.texas.gov

0115

File No. 113901

Approved Credits +

Date Filed: 3/1/12

Jerry E. Patterson, Commissioner

By GA

The State of Texas



Austin, Texas

PAID-UP
OIL AND GAS LEASE NO. (MF 113901)
GENERAL LAND OFFICE
AUSTIN, TEXAS

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board and **Chesapeake Exploration, LLC**, whose address is **PO Box 18496, Oklahoma City, OK 73154** hereinafter called "Lessee".

1. Lessor, in consideration of **One Thousand Forty Four and 00/100 (\$ 1,044.00)**, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease, and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, and all other hydrocarbons, produced from the land covered hereby. The land covered hereby, herein called "said land" is located in the County of **Tarrant**, State of Texas, and is described as follows:

0.348 acres of land, more or less, known as, situated in said **Tarrant** County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a plat, attached hereto as Exhibit "B", depicting said right-of-way and surrounding area for purposes of illustration only.

For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **0.348 acres**, whether actually containing more or less, and the above recital of acreage shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. PRIMARY TERM: This lease, which is a "paid up" lease requiring no rentals, shall remain in force for a term of **one year**, from **April 3rd, 2012** hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal **25%** part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **25%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casing head gas produced from said land (1) when sold by lessee 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casing head gas.

(c) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred

(d) Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee.

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of **\$ 1,200.00 per well**. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

(f) All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

4. POOLING: (a) Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons. Units pooled for oil hereunder shall not exceed 160 acres each in area, and units pooled for gas hereunder shall not exceed in area 640 acres each plus a tolerance often percent (10%) thereof, unless oil or gas units of a greater size are allowed under or prescribed by rules of the Railroad Commission of Texas. A unit established hereunder shall be valid

and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit, which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, as operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced there from under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force for so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(b) Neither unit production of oil or gas, nor unit operations, nor payment of shut-in royalties from a unit gas well, shall serve to hold the lease in force as to any area outside the unit, regardless of whether the production, maintenance of a shut-in gas well, or operations are actually located on the State tract or not.

(c) Lessee agrees to file with the General Land Office a copy of any unit designation, which this lease is included within ninety (90) days of such designation.

5. RELEASE: Lessee may relinquish the rights granted hereunder to the State at any time by recording the relinquishment in the county where this area is situated and filing the recorded relinquishment or certified copy of same in the General Land Office within ninety (90) days after its execution accompanied by the prescribed filing fee. Such relinquishment will not have the effect of releasing Lessee from any liability theretofore accrued in favor of the State.

6. REWORK: If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate at the end of the primary term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 9 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, or production of oil or gas in paying quantities.

7. MINERAL USE: Lessee shall have the use, free from royalty, of oil and gas produced from said land in all operations hereunder.

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all

or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

9. FORCE MAJEURE: If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

10. LESSER ESTATE CLAUSE: If this lease covers a less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessors interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease bears to the whole and undivided fee simple estate therein.

11. ASSIGNMENTS: This lease may be transferred at any time. All transfers must reference the lease by file number and must be recorded in the county where the land covered hereby is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the prescribed filing fee. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original Lessee or any prior transferee of the lease, including any liabilities to the State for unpaid royalties.

12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to do so. Said information shall remain confidential as required by statute.

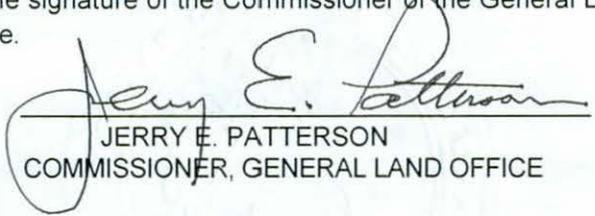
13. SURFACE: Notwithstanding anything herein to the contrary, it is agreed that Lessee will not conduct any exploration or drilling on the surface of the leased premises or use the surface in the exercise of any rights herein granted. Any development of said land shall be by means of a directional well located off the leased premises, or by pooling of said land with other land, lease or leases as hereinabove provided.

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2,500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall

be no less than an amount equal to double the shut-in, and shall maintain this lease in effect for so long as such payments are made as provided herein.

15. FORFEITURE: If Lessee shall fail or refuse to make payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if this lease is pooled or assigned and the unit designation or assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease. However, nothing herein shall be construed as waiving the automatic termination of this lease by operations of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights there under reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office of the State of Texas under the seal of the General Land Office.


JERRY E. PATTERSON
COMMISSIONER, GENERAL LAND OFFICE

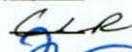
Approved:
ML: 
DC: 
CC: 

Exhibit A

Being 0.34800 acres of land located in the J. Vanriper Survey, Abstract No. 1590, Tarrant County, Texas, being a portion of Lots 9 thru 14, Block B, Ocie Speer Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 310, Page 25, Plat Records, Tarrant County, Texas and being a portion of the tracts of land described in the deed to the City of Fort Worth, recorded in Volume 3049, Page 178, Volume 3054, Page 252, Volume 3062, Page 532 and Volume 3029, Page 118, Deed Records, Tarrant County, Texas. Said 0.348 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Beach Street;

THENCE S89°50'36"W, at 11.00 feet passing the southeast corner of said Lot 14, in all a distance of 48.94 feet to a point, said point lying in the west line of said Beach Street;

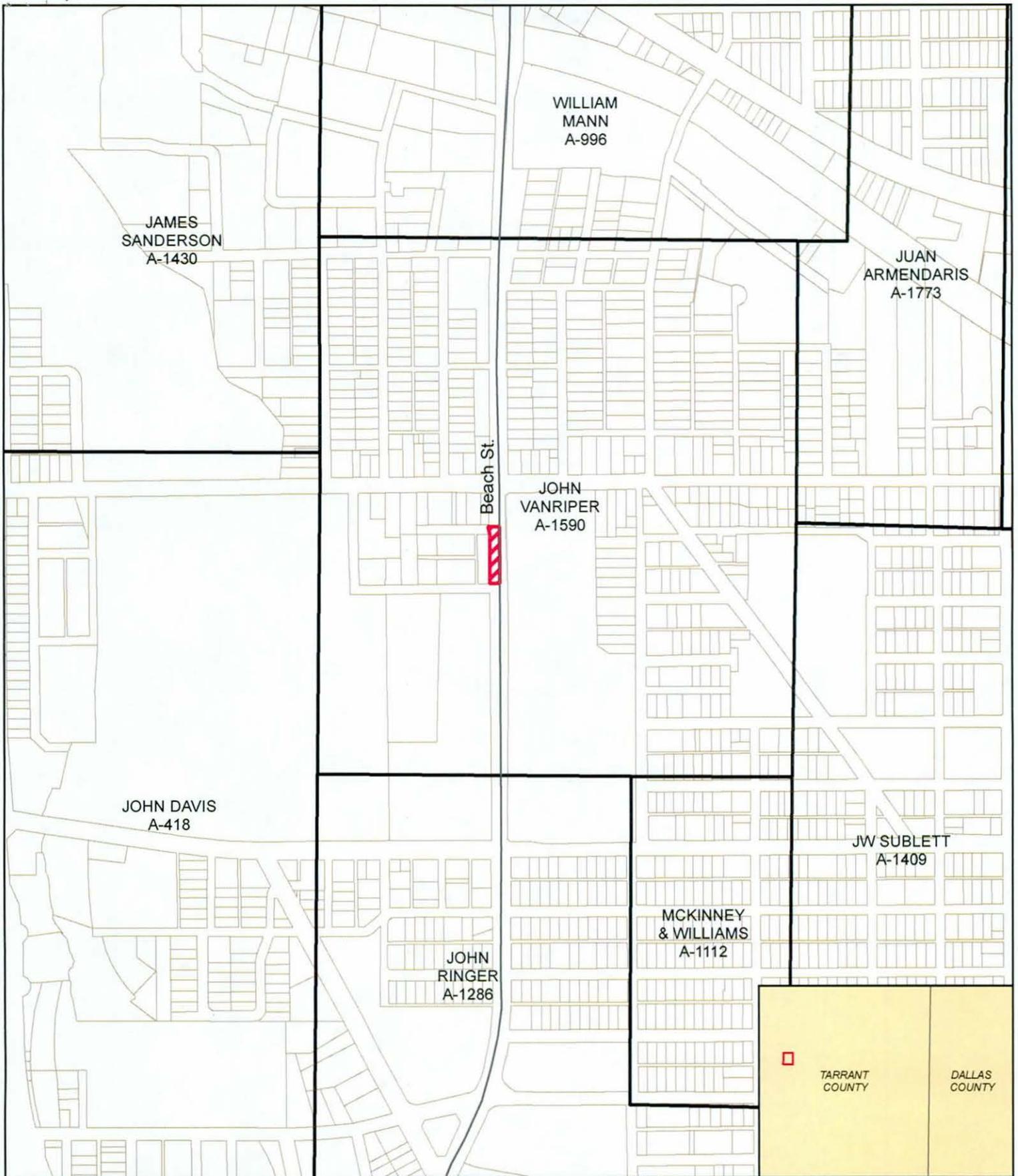
THENCE N00°11'35"E, along said west line, at 6.03 feet passing an 1/2" iron rod found at the southeast corner of Lot A, Block B, Ocie Speer Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-28, Page 653, Plat Records, Tarrant County, Texas, in all a distance of 190.40 feet to a point at an exterior ell corner of Lot B, of said Block B;

THENCE N04°50'25"W, continuing along said west line, at 80.85 feet passing the northeast corner of said Lot B, in all a distance of 105.75 feet to a point lying in the apparent centerline of Avenue A;

THENCE N89°40'35"E, along said Avenue A centerline, a distance of 59.38 feet to a point lying in said Beach Street centerline;

THENCE S00°25'04"W, along said Beach Street centerline, a distance of 295.98 feet to the point of beginning, containing 0.348 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.



Highway Right-of-Way Plat of
 Beach St.
 MF113901
 0.348 acres
 Tarrant County



500 250 0 500 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
 Zeke Guillen
 IS/BAS/GIS
 March 2012

File No. 113901

Leage

Date Filed: 4/3/12

Jerry E. Patterson, Commissioner

By GH



Dale Property Services, LLC

500 Taylor Street, Suite 600
Annex Building

FORT WORTH, TX 76102

(817) 451-5353

February 28, 2012

Mr. George Martin
Texas General Land Office
Lease Administration
1700 North Congress Avenue, Room 600
Austin, Texas 78701

Re: Application by Dale Property Services, L.L.C. to acquire Oil and Gas Lease, 0.348 acres, more or less, being the Beach Street R-O-W, Tarrant County, Texas. Said application is on behalf of **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496.

Dear George:

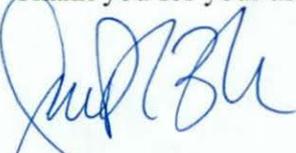
The following described land designates the R-O-W for Beach Street:

(Please refer to the attached Exhibit "A")

Dale Property Services, L.L.C. ("Dale") has researched the aforementioned R-O-W and discovered that Tarrant County and/or the State of Texas own a portion of it. Dale and/or Chesapeake Exploration, L.L.C. ("Chesapeake") owns oil and gas leases on either side of said R-O-W. Therefore, it is necessary for Dale to acquire an oil and gas lease covering the same in order for Chesapeake to drill a horizontal well from an off-site location. We are requesting that the State of Texas grant Chesapeake an oil and gas lease covering said land. If granted the lease, Chesapeake will combine this lease with their present leases in a concerted plan of development for the Maddox-Badger prospect area.

Dale is currently offering in the range of \$1,500-\$2,500 per net mineral acre for consideration for other mineral leases in the immediate area of the above described lands. Please see the enclosures for details pertaining to the highest bonus per acre, longest term, highest royalty, and highest shut-in royalty of the leases adjacent to the aforementioned R-O-W.

Thank you for your assistance, and please call me with any questions.


Jean Paul Beebe
P: 817-507-1802
F: 817-496-3822
jeanb@dale-resources.com



12707800

0008019 TX GENERAL LAND OFFICE

No. 1726690



| VOUCHER NUMBER | INVOICE DATE | INVOICE NUMBER | DESCRIPTION OR GROSS AMOUNT DISCOUNT | NET AMOUNT |
|------------------------|--------------|----------------|--------------------------------------|------------------|
| 0112154 | 02/21/12 | 022112C | BARNETT CORE PR SALES FEE | 15.66 |
| Total for check | | | | X \$15.66 |



121

X

File No. 113901

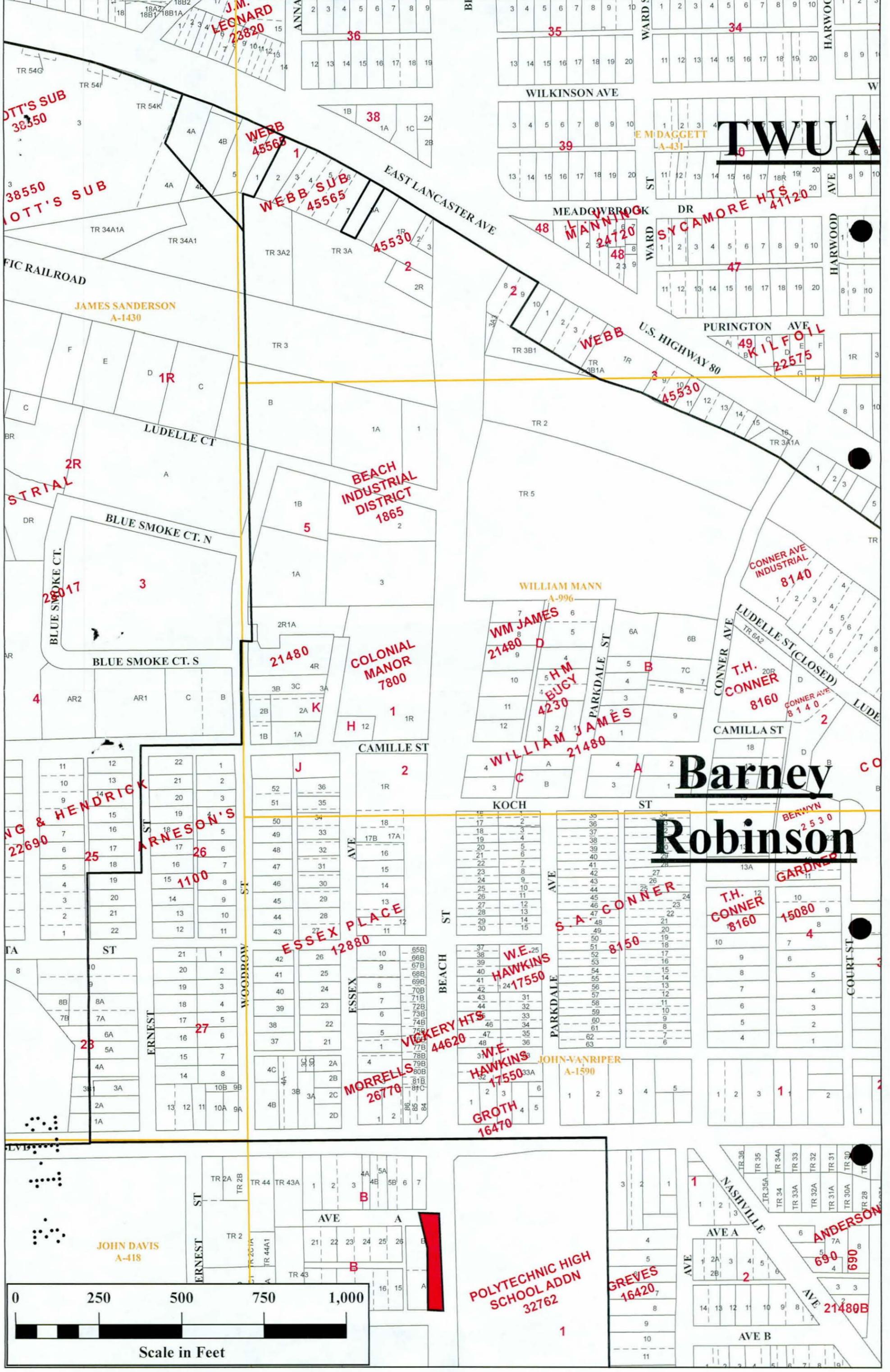
Cover Letter @ Bonus & Fees

Date Filed: 3/1/12

Jerry E. Patterson, Commissioner

By BH

3 1 15



OTT'S SUB
38550
OTT'S SUB
38550

J.M. LEONARD
23820

WEBB
45563

WEBB SUB
45565

45530

MANNING
24720

SYCAMORE HTS
41120

TWU A

KILFOIL
22575

JAMES SANDERSON
A-1430

LUDELLE CT

INDUSTRIAL

BLUE SMOKE CT. N

BEACH INDUSTRIAL DISTRICT
1865

BLUE SMOKE CT.

BLUE SMOKE CT. S

COLONIAL MANOR
7800

WILLIAM MANN
A-996

WM JAMES
21480

H.M. BUGY
4230

WILLIAM JAMES
21480

CONNER AVE INDUSTRIAL
8140

LUDELLE ST (CLOSED)

T.H. CONNER
8160

Barney

Robinson

NG & HENDRICK
22690

ARNESON'S
1100

ESSEX PLACE
12880

KOCH ST

W.E. HAWKINS
17550

VICKERY HTS
44620

W.E. HAWKINS
17550

GROTH
16470

S.A. CONNER
8150

JOHN VAN RIPER
A-1590

T.H. CONNER
8160

GARDNER
15080

ST

ERNEST
27

WOODROW ST

MORRELLS
26770

ESSEX AVE

BEACH ST

WICKERY HTS
44620

W.E. HAWKINS
17550

W.E. HAWKINS
17550

GROTH
16470

W.E. HAWKINS
17550

W.E. HAWKINS
17550

GROTH
16470

T.H. CONNER
8160

GARDNER
15080

T.H. CONNER
8160

GARDNER
15080

T.H. CONNER
8160

GARDNER
15080

LV 15

JOHN DAVIS
A-418

ERNEST ST

AVE

POLYTECHNIC HIGH SCHOOL ADDN
32762

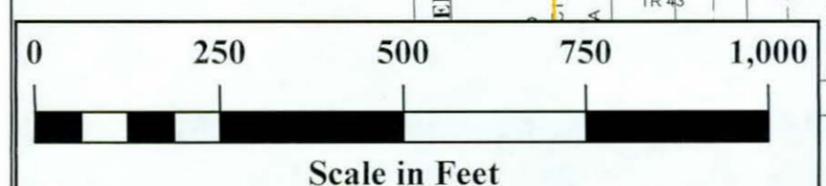
GREVES
16420

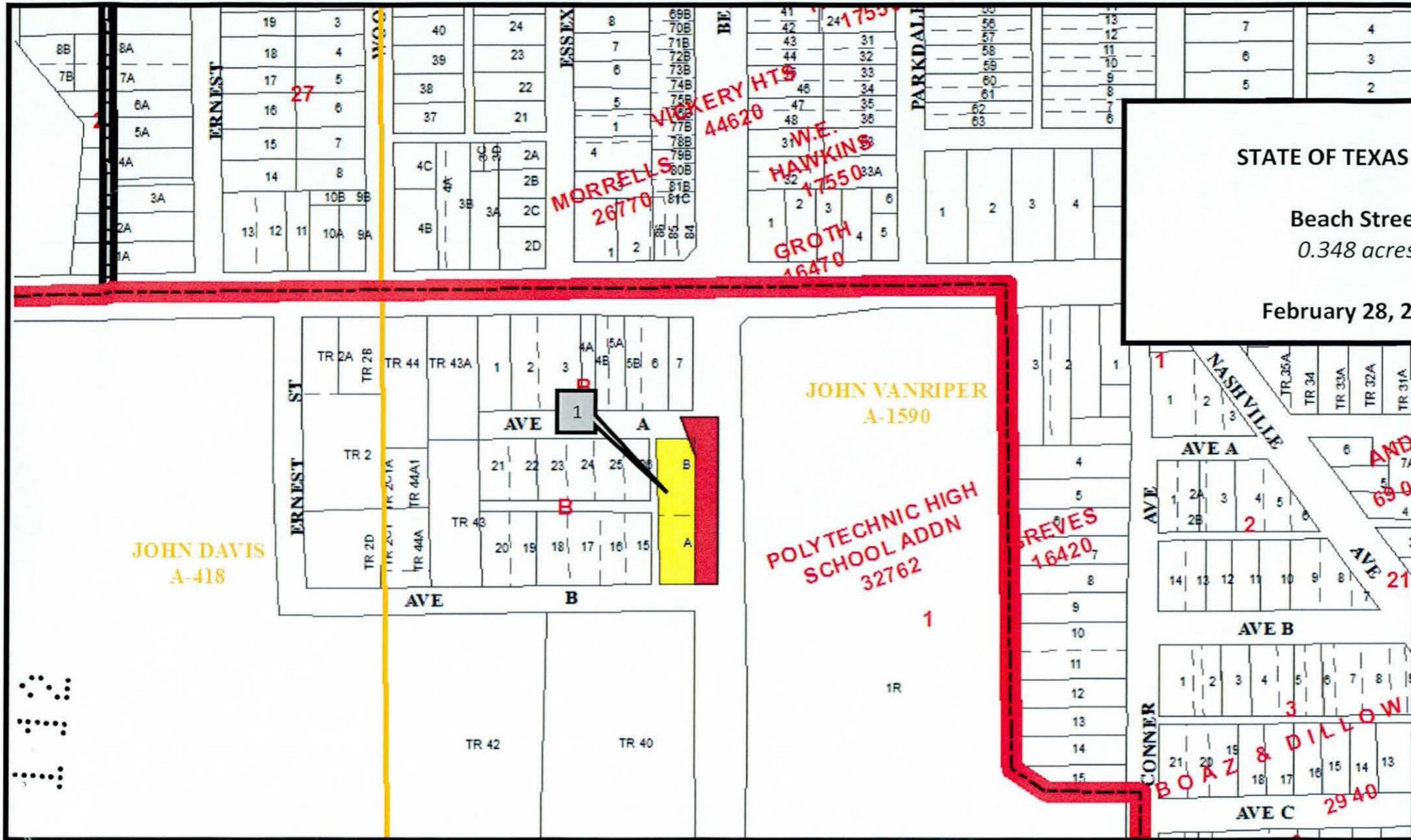
NASHVILLE AVE A

ANDERSON
690

ANDERSON
690

ANDERSON
21480B





STATE OF TEXAS LEASE

Beach Street
0.348 acres

February 28, 2012

| | | | |
|--|--|--|--------------------|
| | Dale Property Services , LLC Leasehold | | Beach Street R-O-W |
|--|--|--|--------------------|

File No. 113901

Plat

Date Filed: 3/1/12

Jerry E. Patterson, Commissioner

By CTT



**AFFIDAVIT OF HIGHEST CONSIDERATION PAID
HIGHWAY RIGHT OF WAY LEASES**

STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared

Tara Harlan (Affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, deposes and says:

That his/her name is Tara Harlan. And that, Affiant is personally familiar with and knowledgeable of the terms and conditions of the oil and gas lease(s) which adjoin(s) Beach Street
[common name(s) of highway/roadway]

situated in Tarrant County, Texas, said highway/roadway being described on Exhibit "A" attached hereto and made a part hereof. And that the highest and best terms for any lease adjoining lands described in Exhibit "A" are as follows:

Bonus Consideration Paid (Per Acre): \$ 3,000.00

Primary Term: 5 years

Royalty Rate: 25%

Delay Rentals: \$ N/A

The above statements are within my personal knowledge and are true and correct.

Further, Affiant sayeth not.

Tara Harlan
[signature of affiant]

Tara Harlan
[printed or typed name of affiant]

State of Texas

County of Tarrant

Sworn to and subscribed before me on the 28th day of February, 2012, by
Tara Harlan (name of Affiant).

Jean Paul Beebe
Notary Public's Signature

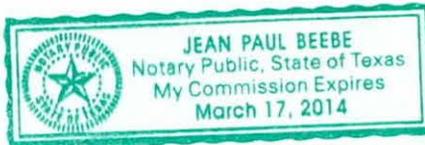


Exhibit A

Coordinating
Map & Lease
Number

1 Oil and Gas Lease

Lessor: Jesus Garcia Otiz

Lessee: Dale Property Services, LLC

Recording Info: D207384718

Bonus Per Acre: \$3,000.00

Acreage: 0.756

Primary Term: 5

Royalty: 25%

Shut-In Royalty: \$1.00



911 5

5

File No. 113901

Affidavit of highest consideration

Date Filed: 3/1/12

Jerry E. Patterson, Commissioner

By Oct

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4/76) Revised Paid Up
With 640 Acres Pooling Provision

**OIL, GAS AND MINERAL LEASE
(NO SURFACE USE)**

THIS AGREEMENT made this 26th day of September, 2007, between Jesus Garcia Ortiz, a single person, Lessor (whether one or more), whose address is 1213 Banks Street, River Oaks, Texas 76114, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, 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 purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

1.547 acres of land, more or less, being Lots 15, 16, 17, 18, 23, 24, 25 and 26, Block B, out of the Ocic Speer Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 310, Page 25, of the Plat Records, Tarrant County, Texas.

.756 acres of land, more or less, being Lots A and B, Block B, out of the Ocic Speer Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Volume 388-28, Page 653, of the Plat Records, Tarrant County, Texas.

Said lands are hereby deemed to contain 2,303 acres of land, more or less.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and 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 minerals are produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal twenty-five percent (25%) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee twenty-five percent (25%) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, 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 one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unutilized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more

Revised on 12/27/2006

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 said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate. If Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations 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 said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. 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 draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. 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 said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (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. 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.

8. 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. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, 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 forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, 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 sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that 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 royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. 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 any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant 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 lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

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


Jesus Garcia Ortiz

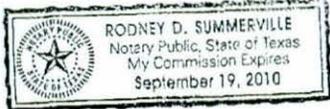
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 26th day of September, 2007.

by Jesus Garcia Ortiz, a single person




Notary Public, State of Texas
Notary's name (printed): RODNEY D. SUMMERVILLE
Notary's commission expires: SEPT 19, 2010

STATE OF

COUNTY OF

This instrument was acknowledged before me on the ___ day of _____

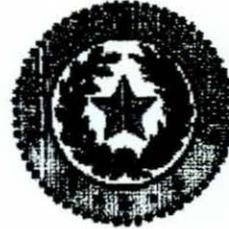
by _____

Notary Public, State of

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

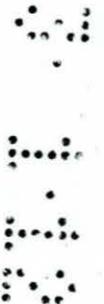
Filed For Registration: 10/26/2007 03:30 PM
Instrument #: D207384718
LSE 3 PGS \$20.00

By: _____



D207384718

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



5214

File No

Date Filed:

Jerry E. Patterson, Commissioner

By

4



Dale Property Services, LLC

500 Taylor St., Suite 600
Fort Worth, Texas 76102
(817) 451-5353

OWNERSHIP REPORT

PROSPECT: **SEFW**

REPORT DATE: **2/3/2012**

UNIT: **Maddox-Badger**

RECORD DATE: **1/31/2012**

TARRANT COUNTY

STATE OF TEXAS

DESCRIPTION OF PROPERTY

Being 0.34800 acres of land located in the J. Vanriper Survey, Abstract No. 1590, Tarrant County, Texas, being a portion of Lots 9 thru 14, Block B, Ocie Speer Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 310, Page 25, Plat Records, Tarrant County, Texas and being a portion of the tracts of land described in the deed to the City of Fort Worth, recorded in Volume 3049, Page 178, Volume 3054, Page 252, Volume 3062, Page 532 and Volume 3029, Page 118, Deed Records, Tarrant County, Texas. Said 0.348 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Beach Street;

THENCE S89°50'36"W, at 11.00 feet passing the southeast corner of said Lot 14, in all a distance of 48.94 feet to a point, said point lying in the west line of said Beach Street;

THENCE N00°11'35"E, along said west line, at 6.03 feet passing an 1/2" iron rod found at the southeast corner of Lot A, Block B, Ocie Speer Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-28, Page 653, Plat Records, Tarrant County, Texas, in all a distance of 190.40 feet to a point at an exterior ell corner of Lot B, of said Block B;

THENCE N04°50'25"W, continuing along said west line, at 80.85 feet passing the northeast corner of said Lot B, in all a distance of 105.75 feet to a point lying in the apparent centerline of Avenue A;

THENCE N89°40'35"E, along said Avenue A centerline, a distance of 59.38 feet to a point lying in said Beach Street centerline;

THENCE S00°25'04"W, along said Beach Street centerline, a distance of 295.98 feet to the point of beginning, containing 0.348 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.



MINERAL OWNERSHIP

| Name of Mineral Owner(s) | Interest | Net Acres | Leasehold and Expiration Date |
|-------------------------------|----------|--|-------------------------------|
| City of Fort Worth Tract 1 | 100% | About 0.01805 acres, more or less | NO LEASE FOUND OF RECORD |
| TOTALS FOR MINERAL OWNERSHIP | 100% | About 0.348 acres, more or less | |

Memo

To: Whom It May Concern
From: Brandon Scott
CC: Paul Harlan, Jean-Paul Beebe
Date: February 3, 2012
Re: SEFW Prospect, Maddox-Badger Unit, Beach Street

This Memo is in regard to research performed on a portion of Beach Street, all being within what, at the time of the creation of this Memo, has been designated as being within the Maddox-Badger Unit, and being more particularly described as:

Being 0.34800 acres of land located in the J. Vanriper Survey, Abstract No. 1590, Tarrant County, Texas, being a portion of Lots 9 thru 14, Block B, Ocie Speer Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 310, Page 25, Plat Records, Tarrant County, Texas and being a portion of the tracts of land described in the deed to the City of Fort Worth, recorded in Volume 3049, Page 178, Volume 3054, Page 252, Volume 3062, Page 532 and Volume 3029, Page 118, Deed Records, Tarrant County, Texas. Said 0.348 acres of land being more particularly described as follows:

BEGINNING at a point lying in the apparent centerline of Beach Street;

THENCE S89°50'36"W, at 11.00 feet passing the southeast corner of said Lot 14, in all a distance of 48.94 feet to a point, said point lying in the west line of said Beach Street;

THENCE N00°11'35"E, along said west line, at 6.03 feet passing an 1/2" iron rod found at the southeast corner of Lot A, Block B, Ocie Speer Addition, to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Volume 388-28, Page 653, Plat Records, Tarrant County, Texas, in all a distance of 190.40 feet to a point at an exterior ell corner of Lot B, of said Block B;

THENCE N04°50'25"W, continuing along said west line, at 80.85 feet passing the northeast corner of said Lot B, in all a distance of 105.75 feet to a point lying in the apparent centerline of Avenue A;

THENCE N89°40'35"E, along said Avenue A centerline, a distance of 59.38 feet to a point lying in said Beach Street centerline;

THENCE S00°25'04"W, along said Beach Street centerline, a distance of 295.98 feet to the point of beginning, containing 0.348 acres of land.

The bearings recited hereon are oriented to NAD27 Texas North Central Zone.

As is frequently the case, early title to surveys in the State of Texas is sometimes vague. In the case of Tarrant County, some records were burned in the destruction of the Court House by fire in 1876, or else misplaced and never filed for record. Therefore, the records of Tarrant County do not show some transactions in title to the present owners, and may be clouded by the absence of the records.

Research for this project was conducted using Tarrant County records, Tarrant County Appraisal District records, records of the Chesapeake Title Plant, Tarrant County District



Court records, and Tarrant County Probate records. Research stopped at 5:00 P.M. on February 3, 2012. At such time, Tarrant County records were posted through January 31, 2012.

All maps, plats, and illustrations submitted with the runsheet(s) are intended for the sole purpose of assisting the examiner in visualizing the property.

MECHANIC'S LIEN RECORD VOLUME 310

Filed for Record JUN 15 1954 at 3:56 P.M.
And Recorded JUN 17 1954 at 11:19 A.M.
Instrument No. 34123

MELVIN "MEL" FAULK County Clerk
Tarrant County Texas
By [Signature] Deputy

GF-43820 AE/mmb
31124

File No.
Mechanics and Materialman's
Lien Contract

C. G. GOMEZ, ET UX,
TO

JAMES E. KUYKENDALL

Filed for Record of the day
of JUN 15 1954
at 3:56 P.M.
Clerk of County Court
By MELVIN "MEL" FAULK County Clerk
Tarrant County, Texas
Recorded in Vol. 310 Page 123
James E. Kuykendall
306 Collard Street
Fort Worth, Texas

16-MECHANICS AND MATERIALMAN'S LIEN CONTRACT.

Texas Standard Form

The State of Texas,
County of Tarrant

Know All Men by These Presents:

That We, C.G. Gomez and
Agnes Z. Gomez husband and wife,
of Tarrant County, Texas, parties of the first part, and
J.E. Kuykendall of Tarrant County,
Texas, party of the second part, have this day entered into the following contract:

WHEREAS, the parties of the first part are desirous of building, erecting and constructing certain improvements, to-wit:

All seven (7) feet to the rear of the dwelling now on said property, and repair the dwelling in accordance with the plans and specifications for the same which have been agreed upon by and between the parties hereto, reference to which is here made for all purposes;

to be built, erected and constructed by the party of the second part, upon the following described tract, lot or parcel of land belonging to said parties of the first part, to-wit:

Lot 6, Block 92, M.G. ELLIS ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the plat filed in Book 63, page 19, Deed Records, Tarrant County, Texas.



NOW, THEREFORE, in consideration that the party of the second part has agreed and does by these presents agree with the parties of the first part, that party of the second part will make, erect, build and finish in a good, substantial and workmanlike manner, by the 11th day of September 19 54, the said above mentioned improvements on the above described premises, performing or causing to be performed all of the labor in the erection and construction of the same, and furnishing all of the material of whatsoever kind necessary to be used in the erection and construction of the same, and paying all expenses incident to the said labor and furnishing of material; the said improvements to be built of good, substantial material and to be erected and constructed strictly according to the plans and specifications signed by the parties hereto for identification and made a part hereof, the parties of the first part hereby agree to pay to the party of the second part, at Fort Worth, Texas, the sum of Twenty Six Hundred, Ninety-Five and No/100 - - - Dollars, as follows:

Evidenced by one certain promissory note of even date herewith, executed by C.G. Gomez and wife, Agnes Z. Gomez, payable to the order of J.E. Kuykendall, in the principal sum of \$2695.00, due on or before 90 days after date, with interest from date at the rate of 6% per annum, all as in said note provided;

said notes further providing for ten per cent additional on the amount of principal and interest then due, as attorney's fees if placed in the hands of an attorney for collection or if suit is brought on same, and providing that failure to pay either of said notes, or any installment of interest when due, shall at the option of the holder of said notes, or either of them, mature all of said notes not then already due.

It is expressly agreed and understood that to secure the payment of said notes according to their face, tenor and effect, the party of the second part retains and shall have a valid and existing mechanic's, materialman's, laborer's and contractor's lien, equities, securities and interest in and to the above described real estate and the improvements now upon, and to be placed upon said land, and it is agreed and understood that said notes may be assigned, and the assignee or purchaser shall have and be subrogated to all the rights and equities of the party of the second part, to have and to hold the same, together with all the rights and appurtenances to the same belonging or in anywise incident or appertaining.

It is also further agreed and stipulated that the parties of the first part shall, at their own cost and expense, keep the property and premises herein described, and upon which a lien is hereby created, in good repair and condition, and to pay all taxes due and to become due thereon, before the same shall become delinquent, and shall keep the buildings, if any, and improvements that are insurable, insured in a sum of at least \$2695.00 in some fire insurance company approved by the party of the second part, or other holder of said notes, to whom the loss, if any, shall be payable, as his interest may appear; and by whom the policy or policies shall be kept. And in case of default made by the parties of the first part in the performance of any of the foregoing stipulations, the same may be performed by the party of the second part, or other holder of said notes, and the parties of the first part agree to repay to the payor thereof, all money thus expended by payor, with interest at the rate of ten per cent per annum from the date when the same was expended, and all sums thus expended shall stand secured by this contract in like manner with the above notes.

Said parties of the first part hereby waive, in favor of the said indebtedness, all homestead exemptions and allowances, and all allowances in lieu of homestead, or for exempt articles, or for support, and all commissions which may accrue to either of them in any probate proceeding; if any, in which the said premises may be involved.

Witness our hands at Fort Worth, Texas this 11th day of June, 19 54.

Signed and Delivered in the Presence of

Arthur D. Branigan
Arthur D. Branigan

Mar C. D. ...
Mar James ...
J. E. Kuykendall
 Parties of the First Part.
 Party of the Second Part.



126--WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,
County of Tarrant

69863

125

Know All Men by These Presents:

That we, Carl Pierce and wife, Eula Mae Pierce

of the County of Tarrant State of Texas for and in consideration
of the sum of TEN AND NO/100

(\$10.00) DOLLARS
and other good and valuable considerations,
to us in hand paid by

City of Fort Worth, a Municipal Corporation, as follows:

All in cash, the receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

City of Fort Worth, a Municipal Corporation,

of the County of Tarrant State of Texas all that certain
lot, tract or parcel of land situated in Tarrant County, Texas, described
as follows:

Lot 14, Block "B", OCEE SPEER ADDITION to the City of
Fort Worth, Tarrant County, Texas, according to plat
filed in Book 310, page 25, Deed Records of Tarrant
County, Texas.



TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said

City of Fort Worth, its successors
heirs and assigns forever and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said City of Fort Worth, its successors

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS our hands at Fort Worth, Texas
this 25th day of October 19 56.

Witnesses at Request of Grantor:

Carl Pierce
Eula Mae Pierce
Eula Mae Pierce

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Carl Pierce and Eula Mae Pierce, his wife, both
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that
they each executed the same for the purposes and consideration therein expressed, and the said

Eula Mae Pierce, wife of the said Carl Pierce
having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the
said Eula Mae Pierce acknowledged such instrument to be her act and deed, and she
declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of October, 1956.

(L.S.)

Notary Public in and for Tarrant County, Texas

THE STATE OF TEXAS

DEED RECORD VOLUME 3049

179

Filed for Record OCT 31 1956 *2:48 P.M.*
 And Recorded NOV 5 1956 *4:11 P.M.*
 Instrument No. 69863 MELVIN "MEL" FAULK, County Clerk.
 Tarrant County, Texas
 By *[Signature]* Deputy

196-RELEASE OF LIEN BY CORPORATION

TEXAS STANDARD FORM

The State of Texas,
 County of Tarrant

69864 75 } Known All Men by These Presents:

That in consideration of the payment in full according to the face and tenor thereof, of one certain promissory note dated December 8, 1950, in the original principal sum of \$4,750.00, executed by Carl Pierce and wife, Eula Mae Pierce, payable to the order of Gause-Ware Service Insurance Company, due in monthly installments of \$40.00 each, including principal and interest at the rate of 6% per annum, beginning January 8, 1951, all as therein provided; said note being secured by Vendor's Lien retained in Warranty Deed of even date therewith from J. M. Ware to Carl Pierce and wife, Eula Mae Pierce, recorded in Book 2264, page 397, Deed Records of Tarrant County, Texas;

described in a certain Deed of Trust executed by Carl Pierce and wife, Eula Mae Pierce to Morton Gause Ware, Trustee dated the 8th day of December, 1950, and recorded in Vol. 856 on page 498 of the records of Deeds of Trust of Tarrant County, Texas, Gause-Ware Service Insurance Company a Corporation, duly organized and existing under the Laws of the State of Texas the owner and holder of said note, does hereby release the Vendor's and Deed of Trust lien shown by said instrument to exist upon the following described property, to secure payment of said note, viz.:

Lot 14, Block "B", OCIE SPEER ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat filed in Book 310, page 25, Deed Records of Tarrant County, Texas.



IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Fort Worth, Texas this 25th day of October, A. D. 1956.

Attest:
Morton Gause Ware
 (Seal) Secretary.

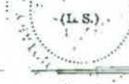
GAUSE-WARE SERVICE INSURANCE COMPANY
 By *Morton Gause Ware*
 President.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
 COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *Morton Gause Ware* President of GAUSE-WARE SERVICE INSURANCE COMPANY known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GAUSE-WARE SERVICE INSURANCE COMPANY a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of October, A. D. 1956.



(L. S.) *[Signature]*
 Notary Public in and for Tarrant County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned the payee and owner and holder of said note, for and in consideration of the sum of Ten and no/100 - - - - (\$10.00) - - - - Dollars and other good and valuable considerations to it in hand paid by Federal National Mortgage Association

receipt of which is hereby acknowledged, have Sold, Transferred and Conveyed, and do hereby Sell, Transfer and Convey [redacted] unto said Federal National Mortgage Association

of the County of Dallas, Texas, the said Note and said lien and all liens and titles held by it in and to said land.

To have and to hold the same unto the said Federal National Mortgage Association its successors and assigns forever.

EXECUTED this 14th day of November, A. D. 19 56

ATTEST: Elizabeth Ann Hlavka, Ass't. Secretary

J. E. FOSTER & SON, INC.

By Alvin E. Soniat, President

THE STATE OF TEXAS, COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for

Tarrant County, Texas, on this day personally appeared Alvin E. Soniat

President, J. E. FOSTER & SON, INC., a corporation, 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 considerations therein expressed, as the act and deed of said corporation and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of November A. D. 19 56

B. F. WALLACE, Notary Public, Tarrant County, Texas, My Commission Expires June 1, 1957

Recorded information: Filed for Record NOV 16 1956, And Recorded NOV 20 1956, Instrument No. 73320, MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas.

THE STATE OF TEXAS

Know All Men by These Presents:

County of TARRANT, THAT I, Harrold A Taylor, a single man, of the County of TARRANT and State of Texas, in consideration of the sum of Five Thousand Five Hundred Fifty and no/100 (\$5,550.00) DOLLARS to me in hand paid by the City of Fort Worth, a municipal corporation of Tarrant County, Texas

Cash, the receipt of which is hereby acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said City of Fort Worth, a municipal corporation of the County of Tarrant and State of Texas all that certain

DEED RECORD VOLUME 3054

lot, tract or parcel of land lying and being situated in the City of Fort Worth, Tarrant County, Texas as follows:

Lot 13, Block "B", Ocie Spear Addition to the City of Fort Worth, Tarrant County, Texas



TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of Fort Worth, its successors and assigns forever. And I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said City of Fort Worth, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at Ft. Worth, Texas this 7 day of November A. D. 1956

Witness at Request of Grantor:

Harold A. Taylor

THE STATE OF TEXAS County of TARRANT BEFORE ME A Notary Public in and for Tarrant County, Texas, on this day personally appeared Harrold A Taylor, a single man,

to be the donor, 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 7th day of November A. D. 1956

H. J. Austin

THE STATE OF TEXAS A Notary Public in and for Tarrant County, Texas

Filed for Record NOV 16 1956 at 1:11 P.M. And Recorded NOV 20 1956 at 2:19 P.M. Instrument No. 73321 MELVIN "MEC" FAULK, County Clerk, Tarrant County, Texas By [Signature] Deputy

152-WARRANTY DEED (By Corporation) with Vendor's Lien Texas Standard Form

The State of Texas, County of TARRANT } Know all Men by These Presents:

That TRIN-TEX BUILDING CORPORATION, a Corporation, duly organized and existing under the Laws of the State of Texas for and in consideration of the sum of TEN and No/100 DOLLARS and other good and valuable consideration; to be paid, and secured to be paid, by WILLIAM ELIC DAHN and wife, VIRGINIA DAHN,

Cash in hand paid, the receipt of which is hereby acknowledged as follows: AND, \$10,000.00 cash in hand paid by EDWARD-NORTHCUTT-LOCKE, Inc., the receipt of which is hereby acknowledged, which amount has been advanced to Grantor herein at the special instance and request of said Grantees herein evidenced which said Grantees herein have executed and delivered their one cer-

532

126—WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,
County of TARRANT

78958 125
Know All Men by These Presents:

That we, P.E. WITHERSPOON and wife, INEZ F. WITHERSPOON,
of the County of Tarrant, State of Texas, for and in consideration
of the sum of TEN AND NO/100-----
(\$10.00)----- DOLLARS
and other good and valuable consideration
to us in hand paid by
CITY OF FORT WORTH as follows:

All cash in hand paid by Grantee herein, receipt of which is hereby
acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
CITY OF FORT WORTH,
of the County of Tarrant State of Texas, all that certain
lot, tract or parcel of land described as follows.

Lot 12, Block "B", OCIE SPEER ADDITION to the City of
Fort Worth, Tarrant County, Texas, according to the
Plat filed in Book 310, Page 25, Deed Records of Tar-
rant County, Texas.

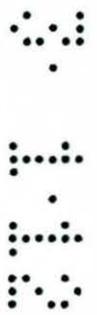


TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the said
CITY OF FORT WORTH, its successors in office
heirs and assigns forever and we do hereby bind ourselves, our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said CITY OF FORT WORTH, its successors in office

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS our hands at Fort Worth, Texas,
this 13th day of December 1956
Witnesses at Request of Grantor:

P. E. Witherspoon
P. E. Witherspoon
Inez F. Witherspoon
Inez F. Witherspoon



DEED RECORD VOLUME 3062

533

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared P. E. WITHERSPOON 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 the 14 day of December A.D. 1956
(L.S.)

Notary Public in and for



WIFE'S SEPARATE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared INEZ F. WITHERSPOON wife of P. E. WITHERSPOON known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said INEZ F. WITHERSPOON acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of December A.D. 1956
(L.S.)

Notary Public in and for Tarrant



Filed for Record DEC 14 1956 at 4:20 P.M.
And Recorded DEC 18 1956 at 3:31 P.M.
Instrument No. 78958 MELVIN "MEL" FAULK, County Clerk.
Tarrant County, Texas
By [Signature] Deputy

THE STATE OF TEXAS }
COUNTY OF DALLAS

78960 100

Whereas, On the 11th day of December 1952,

W.W.Slaughter et ux, Pearl Slaughter, of the County of Tarrant, State of Texas, did execute and deliver to T.L. Bradford, Jr., Trustee, a certain deed of trust, which is recorded in Vol. 978, Page 627, of the Records of Deeds of Trust of Tarrant County, Texas, and which conveyed to said Trustee, and created a lien upon, the following described real estate,

to-wit: Situated in Fort Worth, Tarrant County, Texas, and being the North 100 feet of the West 1/2 of Block 6, Jennings West Addition,

and described in the aforesaid deed of trust, to which reference is here made for further and complete description;

Said deed of trust was executed to secure the payment of one certain promissory note made by said W.W. Slaughter and Pearl Slaughter and payable to the order of Southwestern Life Insurance Company and described as follows: For the sum of \$70,000.00, dated December 11th, 1952.

AND, WHEREAS, Said Note, with all interest, thereon has been fully paid, discharged and taken up.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Southwestern Life Insurance Company, incorporated under the laws of the State of Texas, with its principal office in the

unto the said

Frank L. Vernon,

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS my hand at Fort Worth, Texas this 28th day of August, 1956.



Montie Jane Vernon
Montie Jane Vernon, a single woman

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF TARRANT }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MONTIE JANE VERNON, a single woman 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of August, A. D. 1956.

(L. S.)

Notary Public in and for Tarrant County, Texas

Filed for Record AUG 31 1956 at 2:42 P.M.

And Recorded SEP 10 1956 at 9:09 A.M.

Instrument No. 56110 MELVIN "MEL" FAULK, County Clerk, Tarrant County, Texas

Deputy

128--WARRANTY DEED

56112 125

TEXAS STANDARD FORM

The State of Texas, }
County of TARRANT }

Know All Men by These Presents:

That we, MAY WILLIAMSON, a widow, of Tarrant County, Texas; and THOMAS E. WILLIAMSON,

of the County of Orange, State of California, for and in consideration

of the sum of --- TEN AND NO/100 ---

(\$10.00) DOLLARS

and other good and valuable consideration to us in hand paid by CITY OF FORT WORTH, a Municipal Corporation,

as follows:

All cash in hand paid by Grantee herein, receipt of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

CITY OF FORT WORTH, a Municipal Corporation,

of the County of Tarrant, State of Texas, all that certain

lot, tract or parcel of land described as follows:

Lot 11, and the South 1/2 of Lot 10, Block "B", SPEER'S ADDITION to the City of Fort Worth, Tarrant

DEED RECORD VOLUME 3029

County, Texas, according to the plat filed in Book 310, page 25, Deed Records of Tarrant County, Texas;



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CITY OF FORT WORTH, a Municipal Corporation, its successors heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said CITY OF FORT WORTH, a Municipal Corporation, its successors heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand s at this 21st day of August 1956.

Witnesses at Request of Grantor: May Williamson, Thomas E. Williamson

SINGLE ACKNOWLEDGMENT THE STATE OF TEXAS, COUNTY OF ORANGE BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared THOMAS E. WILLIAMSON, 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 the 24 day of August, A. D. 19 56. (L.S.) Notary Public in and for Orange County, Texas California

SINGLE ACKNOWLEDGMENT THE STATE OF TEXAS, COUNTY OF TARRANT BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MAY WILLIAMSON, a widow, 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. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of August, A. D. 19 56. (L.S.) Notary Public in and for Tarrant County, Texas

Filed for Record AUG 31 1956 at 2:42 P.M. And Recorded SEP 10 1956 at 9:10 A.M. Instrument No. 56112 MELVIN "MEL" FAULK, County Clerk. Tarrant County, Texas By [Signature] Deputy

011

8

File No. 11390

Project Details

Date Filed: 3/1/12

Jerry F. Patterson, Commissioner

By JEP

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

April 4th, 2012

Mr. John Paul Beebe
Dale Property Services, LLC
500 Taylor Street, Suite 600
Ft. Worth, TX 76102

Dear Mr. Beebe,

Re: State of Texas HROW Lease # MF 113901

Enclosed you will find an original executed Highway Right-of-Way lease in Tarrant County.

Please proof read the lease before filing of record and refer to this lease number with all correspondence.

Please have your client provide the GLO with a copy of the recorded Unit Designation for this lease.

If you have any questions please feel free to contact my direct phone number, or email address listed below, or contact George Martin at his direct number (512) 475-1512.

Best regards,

Beverly Boyd
Energy Resources
Mineral Leasing
512-463-6521
beverly.boyd@glo.state.tx.us

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

File No. 113901

Final Letter

Date Filed: 4/4/12

Jerry E. Patterson, Commissioner

By GT

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 21, 2012

Jean Paul Beebe
Dale Property Services, LLC
500 Taylor Street, Suite 600
Fort Worth, TX 76102

Re: .348 acres described as being a portion of Beach Street within the J. Vanriper Survey, A-1590, in Tarrant County, Texas

Dear Mr. Beebe:

Your client, Chesapeake Exploration, L.L.C., has filed an application with the General Land Office (GLO) to take an oil and gas lease on the highway right of way under the referenced lands. The applicant has paid the applicable lease bonus, sales fee and filing fee. The applicant has provided all the data required to process the highway right of way lease.

As the lessee of oil and gas leases covering lands adjoining the subject highway right of way, under Natural Resources Code Section 32.201, Chesapeake Exploration, L.L.C. has a preferential right to obtain an oil and gas lease covering the right of way.

The GLO staff has recommended approval of the application by the School Land Board which will meet April 3, 2012.

Please advise if you need additional information.

Sincerely yours,

George Martin
Mineral Leasing, Energy Resources
512-475-1512
512-475-1543 (fax)
george.martin@glo.texas.gov

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

File No. 11390

At Water Leases

Date Filed: 3/21/12

Jerry E. Patterson, Commissioner

By GIA

at water leases