



## **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*

UNION PACIFIC RESOURCES COMPANY

F292325

6 7 3 6 9 0 F M

# 2559

1.75 UNIT ACRES

- 0 - NON-UNIT ACRES

✓  
**TERMINATED**  
 Date 9-1-00  
 Accounting \_\_\_\_\_  
 Legal CAB  
 Exploration \_\_\_\_\_  
 \_\_\_\_\_  
ETS - AS

STATE LEASE

(PAID-UP)

MF096376

CONTROL

BASEFILE

COUNTY

65-902394

000

-

WASHINGTON

/239

SURVEY

: WASHINGTON COUNTY ROADS

BLOCK

:

TOWNSHIP

: 00

SECTION/TRACT:

PART

:

ACRES

: 1.75

DEPTH LIMITS

: NO

LESSEE

: UNION PACIFIC RESOURCES COMPANY

LEASE DATE

: Apr 18 1995

PRIMARY TERM

: 3 yrs

BONUS (\$)

: 218.75

RENTAL (\$)

: 0.00

ROYALTY

: .166666

VAR ROYALTY

:

Rentals:

M.S.

Lease Admin:

DR

Mineral Maps:



# The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-96376  
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, 34 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 Union Pacific Resources Company, whose address is P.O. Box 7, Fort Worth, Texas 76101 hereinafter called "Lessee".

1. Lessor, in consideration of Two Hundred Eighteen and 75/100 Dollars (\$218.75), 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 Washington, State of Texas, and is described as follows:

1.75 acres of land, more or less, situated in said Washinhton 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 1.75 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 three (3) year from April 18, 1995, 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 one sixth (1/6) 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 one sixth (1/6) 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 casinghead gas produced from said land (1) when sold by lessee, one sixth (1/6) 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 one sixth (1/6) of such gas and casinghead 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 \$25.00. 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 of ten 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 therefrom 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 2500 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 \$50.00, 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 thereunder 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.

16. RAILROAD COMMISSION: No natural gas or casinghead gas, including both associated and non-associated gas, produced from the mineral estate subject to this lease may be sold or contracted for sale to any person for ultimate use outside the State unless the Railroad Commission of Texas, after notice and hearing as provided in Title 3 of the N.R.C., finds that:

(a) the person, agency, or entity that executed the lease in question does not require the natural gas or casinghead gas to meet its own existing needs for fuel;

(b) no private or public hospital, nursing home, or other similar health-care facility in this state requires the natural gas or casinghead gas to meet its existing needs for fuel;

(c) no public or private school in this state that provides elementary, secondary, or higher education requires the natural gas or casinghead gas to meet its existing needs for fuel;

(d) no facility of the State or of any county, municipality, or other political subdivision in this state requires the natural gas or casinghead gas to meet its existing needs for fuel;

(e) no producer of food and fiber requires the natural gas or casinghead gas necessary to meet the existing needs of irrigation pumps and other machinery directly related to this

production; and

(f) no person who resides in this state and who relies on natural gas or casinghead gas to provide in whole or part his existing needs for fuel or raw material requires the natural gas or casinghead gas to meet those needs; provided, however, after notice and hearing as provided in Title 3 of the N.R.C., the Railroad Commission of Texas may grant exceptions to these provisions of Subchapter H of Chapter 52 of the N.R.C. if it finds and determines that enforcement of such provisions:

(1) would cause physical waste as defined in Title 3 of the N.R.C.; or

(2) would unreasonably deny to the Lessee an opportunity to produce economically hydrocarbons from the land subject to this lease.

IN TESTIMONY WHEREOF, witness the signature of the Commissioner of the General Land Office, under the seal of the General Land Office, effective as of April 18, 1995.



GARRY MAURO  
COMMISSIONER OF THE GENERAL LAND OFFICE  
OF THE STATE OF TEXAS

Approved:

Energy: RH

Legal (Form): Am

Executive: SN



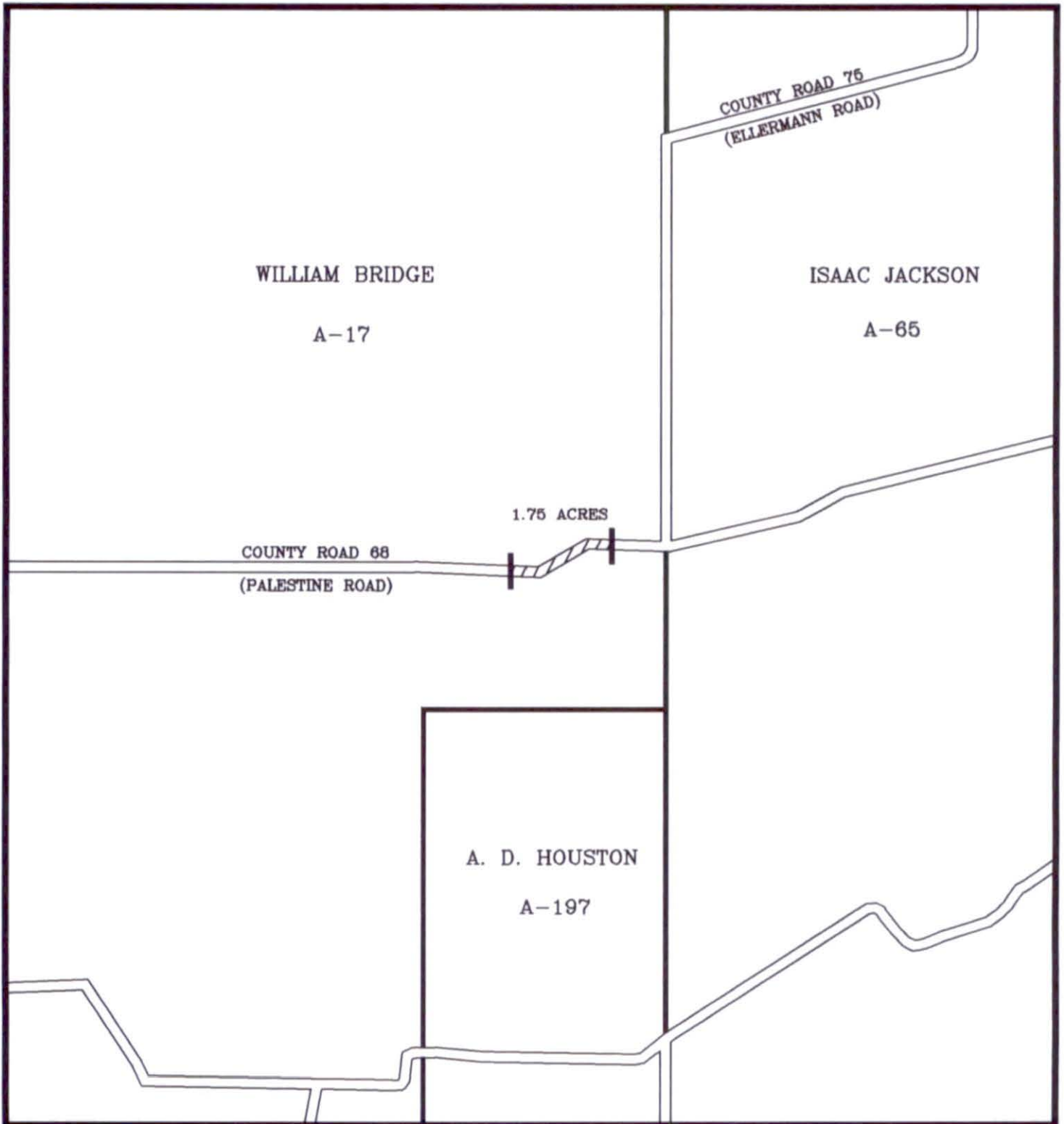
**Texas General Land Office**  
Garry Mauro, Commissioner

Stephen F. Austin Building  
1700 North Congress Avenue  
Austin, Texas 78701-1495  
(512) 463-5001

Exhibit "A"

Acreage to be Leased from the State of Texas in Washington County, Texas, being part of Co. Rd. 68.

1.75 acres of land, more or less, situated in William Bridge Sur., A-17, Washington County, Texas and being the same land described in the following Deed to Washington County, Texas, dated May 3, 1930 recorded in Volume 102, Page 244, Deed Records of Washington County, Texas.



3-95\KB\CORD75

MAP SHOWING  
PORTION OF COUNTY ROAD 68 (PALESTINE ROAD)...1.75 ACRES  
APPROX. 5 MILES SE OF INDEPENDENCE  
WASHINGTON COUNTY

①  
M96376  
LEASE  
7-29-96

GENERAL LAND OFFICE

GARRY MAURO  
COMMISSIONER

MEMORANDUM

DATE: April 12, 1995

TO: School Land Board

FROM: Robert Hatter / Energy Resources

SUBJECT: Application To Lease Highway Right-of-Way

4.18.95

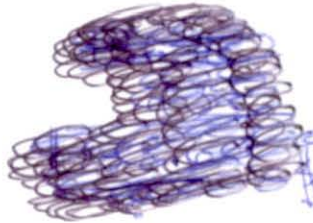
M-96376

APPLICANT: Union Pacific Resources Company

REFERENCE: Being 1.75 acres, more or less, of Co. Rd. 68, situated  
in the William Bridge Sur., A-17 in Washington County, Texas.

The following terms were provide for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$125.00	\$40.00
Royalty:	1/6	1/6
Delay Rental:	None	None
Primary Term:	3 year Paid-up	3 year paid-up



218.75  
3.28  
222.03

The application has been reviewed by the Lease Administration Department and approved by the Department of Transportation. Subchapter F, Chapter 32 of the Texas Natural Resources Code requires the approval of the application to the lease with the following terms:

Bonus/Acre:	\$125.00 per acre
Royalty:	1/6
Delay Rental:	None
Primary Term:	3 year paid-up

Union Pacific Resources Co. holds the mineral interest in the leases adjoining the above referenced right-of-way. Therefore, the applicant is entitled to a lease of the entire 1.75 acres. The applicant has submitted a title opinion showing that the state owns the entire mineral estate in the right-of-way and has submitted all other pertinent information required by the School Land Board rules.

②

M 96376

MONOKANJUN

7-29-96

*IN House*

Highway Lease Applicant

Name of Lease Applicant: UPRC - by Dennis MAHMAN

County & Tract Description:

Washington Co. 7.75 ac. along Co. rd. ~~68~~ <sup>68</sup> in the William Bridge  
(Palestine rd.) A-17

Date Sent to Highway Department:

Check List:

- Letter of Application and plat
- Names and addresses of adjacent mineral owners
- Affidavit of non-production within 2500 feet
- \$100 processing fee
- Written waiver of statutory notice
- Certified copy/copies of adjacent lease/leases
- Notarized affidavit of consideration paid
- Title Opinion - *None Need - GK*
- Is the right-of-way on Relinquishment Act Land

Remarks:

	<del>125.00</del>	125.00	40.00
Date Appeared Before SLB:	<del>1/6</del>	1/6	1/6
Approved:			3 yr Paid-up
Disapproved:			
Problems:			25.00 - flat

Date Lease Issued:

③  
M196376  
HWY LEASE APP  
7-29-96

**DENNIS MAHLMANN**

Petroleum Land Services  
114 E. ALAMO, NO. 33  
BRENHAM, TEXAS 77833

Telephone (409) 836-3260

IN House

March 23, 1995

Texas General Land Office  
Lease Administration  
1700 N. Congress Ave., Rm. 640  
Austin, Texas 78701

Attn: Mr. Drew Reid

RE: Oil and Gas Lease, 1.75 acres,  
Palestine Road, formerly known as  
Washington County Road No. 68,  
William Bridge League, A-17,  
Washington County, Texas

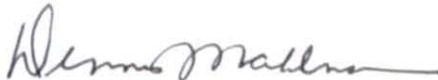
Dear Mr. Reid:

Attached please find the following items relating to the  
leasing of the above right-of-way tract:

- 1) Application to lease right-of-way, with attachments;
- 2) Affidavit re: horizontal well;
- 3) Check for \$100 processing fee;
- 4) Waiver of notice by Union Pacific Resources Company;
- 5) Certified copies of leases on adjacent lands;
- 6) Affidavit re: consideration paid for adjacent leases;
- 7) Map indicating mineral ownership of adjacent tracts;

Please feel free to call on me at 409/836-3260 if you have  
any questions or if I can be of assistance.

Sincerely yours,



Dennis Mahlmann  
Landman and Agent  
Union Pacific Resources Company

Enclosures

④

W96376

LTR: DENNIS MITCHELL

1972

**DENNIS MAHLMANN**

Petroleum Land Services  
114 E. ALAMO, NO. 33  
BRENHAM, TEXAS 77833

Telephone (409) 836-3260

March 23, 1995


Texas General Land Office  
Lease Administration  
1700 N. Congress Ave., Rm. 640  
Austin, Texas 78701

RE: Oil and Gas Lease, 1.75 acres,  
Palestine Road, formerly known as  
Washington County Road No. 68  
William Bridge League, A-17,  
Washington County, Texas

Gentlemen:

Union Pacific Resources Company hereby makes application to lease a 1.75 acre right-of-way tract located in Washington County, Texas. Union Pacific is an "adjacent mineral owner" to this tract as a result of currently existing oil and gas leases.

Attached to this application are the following:

- 
- 1) Plat or map of the right-of-way tract showing the boundaries and dimensions of said tract.
  - 2) Vicinity map, showing the location of the 1.75 acres to be leased.
  - 3) Copy of source deed into Washington County.

Please feel free to call on me if you have any questions or if I can be of assistance.

Sincerely yours,



Dennis Mahlmann  
Landman and Agent  
Union Pacific Resources Company

Enclosures

5

M96376

LTR: DENNIS W. HERMAN

7-29-96

2522



X 100.00  
X 100.00

95043993

**BRENHAM NATIONAL BANK**  
P.O. BOX 2568  
BRENHAM, TEXAS 77834-2568

95043994

88-1719  
1131

170



C/ Simmons & Associates  
REMITTER

BRENHAM, TEXAS 3/22 19 95 No. 093034

PAY TO THE ORDER OF Gary Mauro, Commissioner Texas General Land Office \$ 100.00

PAY EXACTLY 10000 CTS

CASHIER'S CHECK

*Winston A. Rose*  
VICE PRESIDENT - ASST. CASHIER



NOTICE TO CUSTOMERS  
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED  
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN  
THE EVENT IT IS LOST, MISPLACED OR STOLEN

⑈093034⑈ [REDACTED]

**BRENHAM NATIONAL BANK**  
P.O. BOX 2568  
BRENHAM, TEXAS 77834-2568

88-1719  
1131



C/ Simmons & Associates  
REMITTER

BRENHAM, TEXAS 3/22 19 95 No. 093035

PAY TO THE ORDER OF Gary Mauro, Commissioner texas General Land Office \$ 100.00

PAY EXACTLY 10000 CTS

CASHIER'S CHECK

*Winston A. Rose*  
VICE PRESIDENT - ASST. CASHIER

NOTICE TO CUSTOMERS  
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED  
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN  
THE EVENT IT IS LOST, MISPLACED OR STOLEN

⑈093035⑈ [REDACTED]

25.00

22043003

22043003

⑥  
~~114008~~  
M 96376  
COPY OF CASHIER'S CHECK  
7-29-96

22043003

**DENNIS MAHLMANN**

Petroleum Land Services  
114 E. ALAMO, NO. 33  
BRENHAM, TEXAS 77833

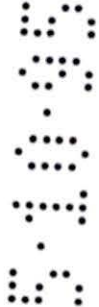
Telephone (409) 836-3260

May 9, 1995

Texas General Land Office  
1700 N. Congress Ave.  
Room 640  
Austin, Texas 78701  
Attn: Mr. Drew Reid

Dear Mr. Reid:

Enclosed please find four sight drafts from Union Pacific Resources Company as compensation for four leases covering the following tracts located in Washington County, Texas.



<u>Draft No.</u>	<u>Acreage</u>	<u>Amount</u>	
147363	4.69 acres	<del>\$476.04</del>	95054805
147364	9.50 acres	<del>\$723.19</del>	95054806
147365	3.19 acres	<del>\$323.79</del>	95054807
147366	1.75 acres	<del>\$222.03</del>	95054808

Please forward the executed leases to me at 208 W. Alamo Street, Brenham, Texas 77833. Thank you for your assistance in acquiring these leases.

Sincerely yours,

Dennis Mahlmann  
Landman and Agent  
✓ Union Pacific Resources Company

170

Enclosures



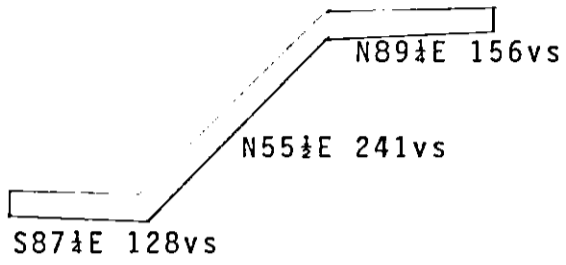
②

M96376  
LTR: DENNIS WADLMAN  
7-29-96

21032



1"=500'



5  
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5  
5  
5

Metes and Bounds Description  
1.75 Acres in Palestine Road  
Washington County, Texas



②  
~~PLAT~~  
M96376  
PLAT  
7-29-96

2522

AFFIDAVIT

STATE OF TEXAS

COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS MAHLMANN, known to me to be a credible person above the age of twenty-one (21) years, not incapacitated in any way, who after being first duly sworn, deposes and says, to wit:

Affiant states that as an independent landman currently engaged by Union Pacific Resources Company, he is aware of the consideration paid for oil and gas leases adjacent to the right-of-way tract described below.

ACREAGE TO BE LEASED FROM STATE OF TEXAS IN WASHINGTON COUNTY

1.75 acres of land, more or less, situated in the William Bridge League, A-17, Washington County, Texas and being the first tract described in that certain Deed from George Newman and wife, Elsie Newman to Washington County, Texas dated May 3, 1930 and filed of record in Volume 102, Page 244 of the Deed Records of Washington County, Texas.

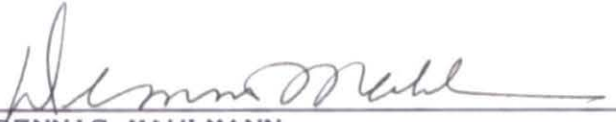
Affiant further states that the consideration paid for these leases are as follows:

<u>LESSORS</u>	<u>REF.</u>	<u>ROYALTY</u>	<u>BONUS</u>	<u>RENTAL</u>
TRACT 1: 125.533 Acres				
62.7665 Net Acres				
Webster W. Spencer, et ux	734/838	1/6th	\$40/Ac	Paid Up
62.7665 Net Acres				
Margaret Heidemann	720/756	1/6th	\$40/Ac	Paid Up
TRACT 2: 8.13 Acres				
8.13 Net Acres				
Barney Boeker, et ux	758/392	1/6th	\$125/Ac	Paid Up
TRACT 3: 207.043 Acres				
207.043 Net Acres				
Carl Kuehnle	721/728	1/6th	\$40/Ac	Paid Up

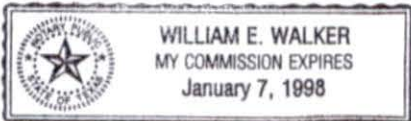
Affiant further states that said lands listed as TRACT 1 through TRACT 3 herein, correspond to the lands listed as same on the attached Exhibit "A" covering the subject area of Washington County, Texas.

Further affiant sayeth not.

Dated this 23<sup>rd</sup> day of March, 1995.

  
DENNIS MAHLMANN

SUBSCRIBED AND SWORN TO BEFORE ME this 23<sup>rd</sup> day of March, 1995.

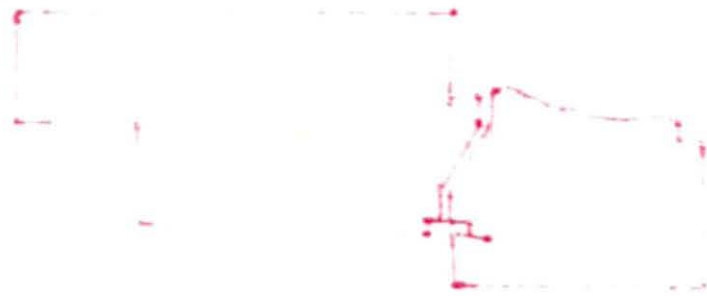


  
Notary Public, State of Texas





~~1196376~~ (9)  
AFF. OF CONSIDERATION  
7-29-96



9.5.02

ADJACENT MINERAL OWNER STATUS OF LANDS SURROUNDING  
PROPOSED LEASE OF 1.75 ACRE RIGHT-OF-WAY FROM THE STATE OF  
TEXAS TO UNION PACIFIC RESOURCES COMPANY PER ATTACHED PLAT  
(EXHIBIT "A").

TRACT 1: 125.533 ACRES

Working Interest ownership:

Union Pacific Resources Company  
P.O. Box 7  
Fort Worth Texas 76101

TRACT 2: 8.13 ACRES

Working Interest ownership:

Union Pacific Resources Company  
P.O. Box 7  
Fort Worth Texas 76101

TRACT 3: 207.043 ACRES

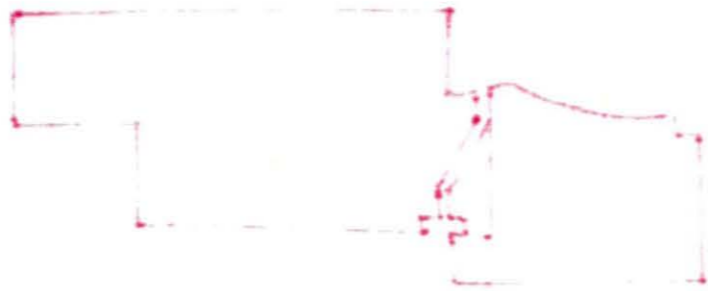
Working Interest ownership:

Union Pacific Resources Company  
P.O. Box 7  
Fort Worth Texas 76101





⑩  
W96376  
HAWAIIAN MINERAL  
OWNER  
7-29-96



95.02

AFFIDAVIT

STATE OF TEXAS

COUNTY OF WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS MAHLMANN, known to me to be a credible person above the age of twenty-one (21) years, not incapacitated in any way, who after being first duly sworn, deposes and says, to wit:

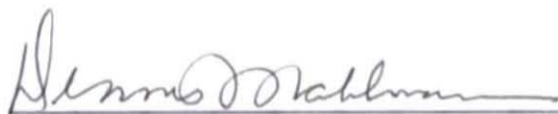
Affiant states that he is an independent landman currently engaged by Union Pacific Resources Company, and that he is aware that the proposed leasing of the following described right-of-way tract is for the specific purpose of drilling a horizontal oil and gas well.

ACREAGE TO BE LEASED FROM THE STATE OF TEXAS IN WASHINGTON COUNTY, BEING WASHINGTON COUNTY ROAD NO. 68 NOW KNOW AS PALESTINE ROAD.

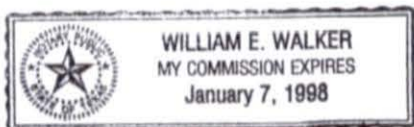
1.75 acres of land, more or less, situated in the William Bridge League, A-17, Washington County, Texas and being the same land described as First Tract in that certain Deed from George Newman and wife, Elsie Newman to Washington County, Texas, dated May 3, 1930 and filed of record in Volume 102, Page 244 of the Deed Records of Washington County, Texas.

Further affiant sayeth not.

Dated this 23<sup>RD</sup> day of March, 1995.

  
DENNIS MAHLMANN

SUBSCRIBED AND SWORN TO BEFORE ME this 23<sup>rd</sup> day of March, 1995.



  
Notary Public, State of Texas

for the purpose of the above...

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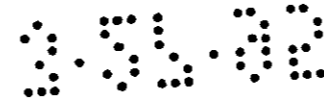
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①  
M46376  
AFFIDAVIT  
7-29-96



In Witness Whereof, I have hereunto set my name, at Burton, Texas, this 19th day of September 1913.

Adolph Wenzel.

THE STATE OF TEXAS )
COUNTY OF WASHINGTON ) Before me, W. C. Broesche, a Notary Public in and for Washington County Texas, on this day personally appeared Adolph Wenzel known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19th day of September A. D. 1913.

(Seal) W. C. Broesche. Notary Public, W.C.T.
Filed for record at 9:30 o'clock A. M. Sept. 8, 1930. C. B. Thompson C.C.C.W.C.
Recorded at 1:47 o'clock P. M. Sept. 12, 1930. By [Signature] Deputy.

WARRANTY DEED: GEORGE NEWMAN & WIFE, MRS. ELSIE NEWMAN TO WASHINGTON COUNTY.

THE STATE OF TEXAS )
COUNTY OF WASHINGTON ) KNOW ALL MEN BY THESE PRESENTS: That we, George Newman and wife, Elsie Newman of the County of Washington, State of Texas, for and in consideration of the sum of one dollar, to us in hand paid by Washington County. The receipt of which payment, is hereby acknowledged and confessed. And the further consideration of the benefit, which we do expect to derive, by having an improved, road, along and upon our property. have granted, sold and conveyed, and by these presents do Grant, Sell and Convey, unto S. D. W. Low, County Judge of Washington County, Texas, and to his successors in said office of the County of Washington, State of Texas, all that certain lot or parcel of land, lying and being situated in Washington County, Texas, and a part of the Wm. Bridges League.

Beginning at a point in the East line of the colored church lot; same being S. 79 E. 208 feet from the N. W. corner of said Church lot; Thence with the center line of the new road, which road is being made 60 feet wide, 30 feet on each side of the center line S. 87 1/2 E. 128 varas to corner; Thence N. 55 1/2 E. 241 varas to corner, 35 feet from Mrs. Margaret Schwarzes fence; Thence with the center line of the road; N. 89 1/2 E. at 99 varas cross Mrs. Schwarzes South line, at 136 varas cross Mrs. Schwarzes East line 9 1/2 feet North of her cor at 20 varas more, making in all 156 varas to a point 20 feet North of Geo. Newman corner, at the branch. The right of way 60 feet wide, along the center line as above given, will contain 1.75 acres of our land.

The 2nd tract of land, is in the Isaac Jackson league, and out of a 21.86 acre tract of land deeded Mrs. Elsie Newman, by the Smith heirs, and described as follows: The Center line of the new road, starts at a point in her West line, 30 feet South of her N. W. corner; Thence with said center line, N. 75 E. at 213 varas; the right of way, is made 70 feet wider, on the South side, at 305 varas in all to corner in her East line, 30 feet South of her N. E. corner, and 100 feet from the S. E. corner of the road, making the right of way 130 feet wide for a distance of 92 varas. The land contained in this right of way will amount to 1.6 acres of land.

If at any time, this road, should be discontinued, or abandoned for road purposes, then the land herein conveyed in both cases, or in each tract, is to revert to us, or to each of us or to those holding under us.

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 S. D. W. Low, County Judge of Washington County, Texas, and to his successors in said office, and assigns forever and we do hereby bind ourselves and our heirs, executors and administrators, to warrant and Forever Defend, all and singular the said premises, unto the said S. D. W. Low, County Judge of Washington, County, Texas, and to his successors in said office and assigns, against every person whomsoever.

lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Brenham, Texas, this the 3d day of May 1930.

George Newman.  
Mrs. Elsie Newman.

THE STATE OF TEXAS }  
COUNTY OF WASHINGTON ) Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elsie Newman, wife of George Newman, 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 Elsie Newman, 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 8 day of Sept. A. D. 1930.

(Seal)

C. B. Thompson, County Clerk, in and for Washington County, Texas

THE STATE OF TEXAS }  
COUNTY OF WASHINGTON ) Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared George Newman, 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 8 day of Sept. A. D. 1930.

(Seal)

C. B. Thompson, County Clerk, in and for Washington County, Texas

Filed for record at 2:30 o'clock P. M. Sept. 8, 1930.

C. B. Thompson CCCWC.

Recorded at 2:13 o'clock P. M. Sept. 12, 1930.

By *C. B. Thompson* Deputy.

\*\*\*\*\*

WARRANTY DEED: HERMAN T. RUST & WIFE TO F. W. STRANGMEYER ET AL. TRUSTEES MOUND SCHOOL DISTRICT NO. 9.

THE STATE OF TEXAS }  
COUNTY OF WASHINGTON ) KNOW ALL MEN BY THESE PRESENTS: That we, H. T. Rust and wife, Minnie Rust, of the County of Washington, State of Texas, for and in consideration of the sum of Two Hundred and Ten Dollars, to us in hand paid by F. W. Strangmeyer, C. H. Steinkamp and H. A. Boeker, trustees of the Mound School District No. 9, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Trustees, F. W. Strangmeyer, C. H. Steinkamp and H. A. Boeker, and their successors in said office of the County of Washington State of TEXAS, all that certain tract or parcel of land, lying and being situated in Washington County, Texas, and a part of the Jas. F. Perry (long) League, and a part of the 191 1/2 acre tract conveyed H. T. Rust by A. G. Carter, et al by deed, recorded in Vol. 83, page 89, in the Deed records of said county.

Beginning at corner of the Rust fence, at the intersection of the Gay Hill and Brenham road; Thence with the South line of the Gay Hill road, N. 76 1/2 E. 125 varas to corner, in said line; Thence S. 16 2/3 E. 112.4 varas to corner; Thence S. 56 W. 130 varas to corner in East line of said Brenham road; Thence with said road line N. 16 2/3 W. 158.4 varas to the beginning corner. containing an area of (3) Three acres of land, As surveyed by W. B. Francis, on the 12th day of June, 1930.

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 F. W. Strangmeyer, C. H. Steinkamp and H. A. Boeker, trustees of Mound School District No. 9 and to their successors in said office, and assigns forever and we do hereby bind ourselves and our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said F. W. Strangmeyer, C. H. Steinkamp and H. A. Boeker, trustees of said School District

~~12~~ 12  
M96376  
DEED  
7-24-96

3.51.02

MEMORANDUM OIL, GAS AND MINERAL LEASE

147

STATE OF TEXAS

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS, that MARGARET HEIDEMAN A/K/A MARGARET HEIDEMANN whose address is 1300 Rusk Street, Richardson, Texas 75081 (referred to herein as Lessor) has entered into an Oil, Gas and Mineral Lease (referred to herein as Lease") with Union Pacific Resources Company, whose address is P. O. Box 7, Fort Worth, Texas 76101 (referred to herein as Lessee"), with an effective date of December 1, 1993, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas.

331.870 acres of land, more or less, out of the WILLIAM BRIDGE LEAGUE, A-17, Washington County, Texas and being the same land described in Six (6) tracts, to-wit:

TRACT ONE: 129.57 acres, more or less, described in a deed, dated December 2, 1937, from Belle Edney Basset et ux to Ben Heidemann and recorded in Volume 118, Page 223 of the Deed Records of Washington County, Texas.

TRACT TWO: 25.00 acres, more or less, described in a deed dated June 6, 1973 from Ben Heidemann et ux to Paul Heidemann et ux and recorded in Volume 322, Page 230 of the Deed Records of Washington, County, Texas.

TRACT THREE: 25.00 acres of land, more or less, described in a deed, dated June 6, 1973 from Ben Heidemann et ux to Kenneth E. Heidemann et ux and recorded in Volume 322, Page 233 of the Deed Records of Washington County, Texas.

TRACT FOUR: 75.00 acres of land, more or less, described in a deed, dated June 6, 1973 from Ben Heidemann et ux to Paul Heidemann et ux and recorded in Volume 322, Page 236 of the Deed Records of Washington County, Texas.

TRACT FIVE: 75.00 acres of land, more or less, described in a deed, dated June 6, 1973 from Ben Heidemann et ux to Kenneth E. Heidemann and recorded in Volume 322, Page 238 of the Deed Records of Washington County, Texas.

TRACT SIX: 2.31 acres, more or less, described as (1) 1.472 acres and (2) 0.838 acres in CAUSE NO. 25,393, DISTRICT COURT OF WASHINGTON COUNTY, TEXAS, 21ST JUDICIAL DISTRICT and adjudged to the Plaintiffs, Ben Heideman, Margaret Heideman, Kenneth Heideman, and Paul Heideman. Said Judgement is dated October 18, 1978 and recorded in Volume 371, Page 363 of the Deed Records of Washington County, Texas.

The Lease provides for a primary term of three years (with an option to extend two additional years) from and after the effective date thereof and as long thereafter as a mineral or minerals (as defined in the Lease) is produced in paying quantities from the Leased Premises or lands pooled therewith or said Lease is maintained in any manner provided for therein, subject to all other terms and provisions set forth in said Lease, reference to the original Lease is herein made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties herein as Lessor.

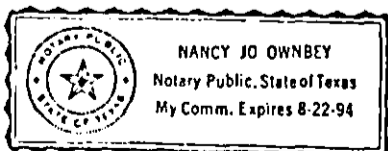
*Margaret Heideman*

MARGARET HEIDEMAN  
SS# [REDACTED]

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 10th day of December, 1993 by MARGARET HEIDEMAN.



*Nancy Jo Ownbey*  
Notary Public, State of Texas  
Nancy Jo Ownbey  
Notary's Name Printed  
Notary's Commission Expires: 8-22-94

A CERTIFIED COPY issued MAR 21 1995  
Beth Rothermel, County Clerk  
Washington County, TX *[Signature]* Deputy

**FILED**  
 AT 1:20 P.M.  
 JAN 11 1994  
*mls*  
 Gertrude Lehmann  
 GERTRUDE LEHRMANN  
 COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



JAN 11 1994  
*Gertrude Lehmann*  
Gertrude Lehmann, County Clerk  
Washington County, Texas

**CERTIFIED COPY CERTIFICATE**  
STATE OF TEXAS  
COUNTY OF WASHINGTON

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped hereon. I hereby certify on

MAR 21 1995



BETH ROTHERMEL  
COUNTY CLERK  
WASHINGTON COUNTY, TEXAS

By *Tiffani M. Brooks*  
Deputy

Tiffani M. Brooks

525

E Hollis  
69

MEMORANDUM OIL, GAS AND MINERAL LEASE

STATE OF TEXAS  
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS, that WEBSTER W. SPENCER, SR. A/K/A W. W. SPENCER, SR. A/K/A WEBB SPENCER and wife, ILVA E. SPENCER whose address is Route 2, Box 451, Brenham, Texas 77833 (referred to herein as "Lessor"), have entered into an Oil, Gas and Mineral Lease (referred to herein as "Lease"), with Union Pacific Resources Company, whose address is P. O. Box 7, Fort Worth, Texas 76101 (referred to herein as Lessee"), with an effective date of March 14, 1994, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas.

153.806 acres of land, more or less, out of the WILLIAM BRIDGE LEAGUE, A-17, Washington County, Texas being the same land described in the following Three (3) tracts as follows, to-wit:

FIRST TRACT: 97.26 acres of land, more or less, being the same land described in a deed from John Beckendorf et ux to Webster W. Spencer, Sr. et ux, dated October 30, 1965 and recorded in Volume 262, Page 85 of the Deed Records of Washington County, Texas.

SECOND TRACT: 31.546 acres of land, more or less, being the same land described in a deed from First Savings Association of Brenham to W. W. Spencer, Sr. et ux, dated January 20, 1989 and recorded in Volume 598, Page 478 of the Official Records of Washington County, Texas.

THIRD TRACT: 25.00 acres of land, more or less, being the same land described in a deed from Paul Heidemann et al to Webb Spencer et ux, dated February 2, 1987 and recorded in Volume 554, Page 748 of the Official Records of Washington County, Texas.

The Lease provides for a primary term of three years (with an option to extend for two additional years) from and after the effective date thereof and as long thereafter as a mineral or minerals (as defined in the Lease) is produced in paying quantities from the Leased Premises or lands pooled therewith or said Lease is maintained in any manner provided for therein, subject to all other terms and provisions set forth in said Lease, reference to the original Lease is herein made for all purposes.

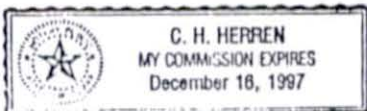
IN WITNESS WHEREOF, this instrument is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties herein as Lessor.

*Webster W. Spencer, Sr.*  
WEBSTER W. SPENCER, SR. A/K/A  
W. W. SPENCER, SR. A/K/A  
WEBB SPENCER  
SS# [REDACTED]

*Ilva E. Spencer*  
ILVA E. SPENCER  
SS# [REDACTED]

STATE OF TEXAS  
COUNTY OF WASHINGTON

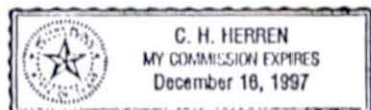
This instrument was acknowledged before me on the 4<sup>th</sup> day of April, 1994 by WEBSTER W. SPENCER A/K/A W. W. SPENCER, SR. A/K/A WEBB SPENCER.



*C. H. Herren*  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 4<sup>th</sup> day of April, 1994 by ILVA E. SPENCER.



*C. H. Herren*  
Notary Public, State of Texas

A CERTIFIED COPY issued MAR 21 1995  
Beth Rothermel, County Clerk  
Washington County, TX. *[Signature]* Deputy

9.00 pd E. Hollis

FILED  
 9:30 A  
 MAY 18 1894  
 Gertrude Lehmann  
 CLK  
 GERTRUDE LEHRMANN  
 COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the  
date and at the time affixed hereon by me and was duly  
RECORDED in the volume and page of the OFFICIAL RECORDS  
of Washington County, Texas, as stamped hereon by me on

MAY 18 1894



Gertrude Lehmann  
Gertrude Lehmann, County Clerk  
Washington County, Texas

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF WASHINGTON

The above is a full, true, and correct photographic  
copy of the original record now in my lawful custody  
and possession as the same is recorded in the  
OFFICIAL RECORDS in my office with volume and  
page number stamped thereon. I hereby certify on

MAR 21 1995



BETH ROTHERMEL  
COUNTY CLERK  
WASHINGTON COUNTY, TEXAS

By Tiffani M. Brooks  
Deputy

Tiffani M. Brooks

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §  
COUNTY OF WASHINGTON §

8932

KNOW ALL MEN BY THESE PRESENTS, that **BARNEY BOEKER** and wife, **BETTY JO BOEKER**, whose address is 3717 Lazy Spring, Houston, Texas 77080 (referred to herein as "Lessor"), has entered into an Oil, Gas and Mineral Lease (referred to herein as "Lease") with **UNION PACIFIC RESOURCES COMPANY**, whose address is P. O. Box 7, Fort Worth, Texas 76101 (referred to herein as "Lessee"), with an effective date of October 16, 1994, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas:

8.13 acres of land, more or less, out of the WILLIAM BRIDGE SURVEY, A-17, Washington County, Texas, being the same land described in that certain Deed dated July 26, 1965 from G. T. Newman and wife, Louise Newman to Barney Boeker and wife, Betty Jo Boeker, recorded in Volume 260, Page 502 of the Deed Records of Washington County, Texas. (Referred to herein as "Leased Premises".)

The lease provides for a primary term of three years from and after the effective date thereof and as long thereafter as a mineral or minerals (as defined in the Lease) is produced in paying quantities from the leased premises or lands pooled therewith or said Lease is maintained in any manner provided for therein, subject to all other terms and provisions set forth in said lease, reference to the original Lease is herein made for all purposes.

IN WITNESS WHEREOF, this instrument is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties named herein as Lessor.

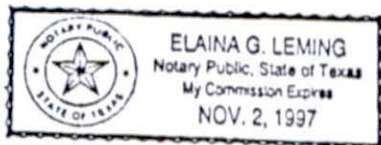
*Barney Boeker*  
\_\_\_\_\_  
BARNEY BOEKER  
SS# [REDACTED]

*Betty Jo Boeker*  
\_\_\_\_\_  
BETTY JO BOEKER  
SS# [REDACTED]

ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 16<sup>th</sup> day of October, 1994, by **BARNEY BOEKER** and **BETTY JO BOEKER**.



*Elaina G. Leming*  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Name Printed:  
**ELAINA G. LEMING**  
Notary's Commission Expires:  
**NOVEMBER 2, 1997**

A CERTIFIED COPY issued MAR 21 1995  
Beth Rothermel, County Clerk  
Washington County, TX. *JMB* Deputy

FILED  
 940 A  
 DEC 1 - 1994  
 Gertrude Lehmann  
 CLERK  
 COUNTY CLERK, WASHINGTON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



DEC 7 1994  
 Gertrude Lehmann  
 Gertrude Lehmann, County Clerk  
 Washington County, Texas

200

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF WASHINGTON

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession as the same is recorded in the OFFICIAL RECORDS in my office with volume and page number stamped thereon. I hereby certify on

MAR 2 1 1995

BETH ROTHERMEL  
COUNTY CLERK  
WASHINGTON COUNTY, TEXAS



By Tiffani M. Brooks  
 Deputy  
 Tiffani M. Brooks

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5  
5  
5  
5

1995

MEMORANDUM OIL, GAS AND MINERAL LEASE

STATE OF TEXAS )  
COUNTY OF WASHINGTON )

KNOW ALL MEN BY THESE PRESENTS, that Carl Kuehnle, a widower, whose address is Route 2, Box 452, Brenham, Texas 77833 (referred to herein as "Lessor") have entered into an Oil, Gas and Mineral Lease (referred to herein as "Lease"), with Union Pacific Resources Company, whose address is P. O. Box 7, Fort Worth, Texas 76101 (referred to herein as "Lessee"), with an effective date of November 18, 1993, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas.

207.043 acres, more or less, being a portion of the William Bridge League, A-17, and the J. W. Lightfoot Survey, A-204, Washington County, Texas, being the same land as described in deed dated August 12, 1969, from G. T. Newman and wife, Louise Newman to Carl Kuehnle, recorded in Volume 294, Page 171, Deed Records of Washington County, Texas.

The lease provides for a primary term of three years (with an option to extend for two additional years) from and after the effective date thereof and as long thereafter as a mineral or minerals (as defined in the Lease) is produced in paying quantities from the leased premises or lands pooled therewith or said Lease is maintained in any manner provided for therein, subject to all other terms and provisions set forth in said Lease, reference to the original Lease is herein made for all purposes.

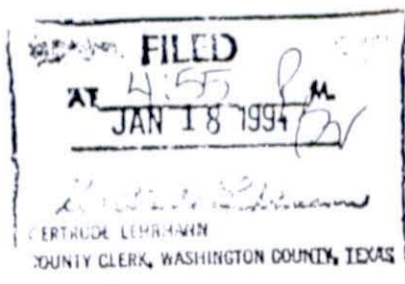
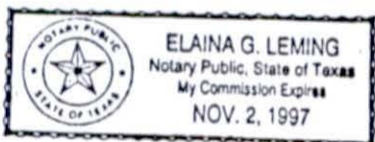
IN WITNESS WHEREOF, this instrument is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties named herein as Lessor.

*Carl Kuehnle*  
\_\_\_\_\_  
CARL KUEHNLE  
SSI [REDACTED]

STATE OF TEXAS )  
COUNTY OF Washington )

This instrument was acknowledged before me on the 8<sup>th</sup> day of December, 1993 by CARL KUEHNLE.

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name printed:  
  
Notary's commission expires:



STATE OF TEXAS  
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on  
JAN 20 1994



*Gertrude Lehmann*  
\_\_\_\_\_  
Gertrude Lehmann, County Clerk  
Washington County, Texas

A CERTIFIED COPY issued MAR 21 1995  
Beth Rothermel, County Clerk  
Washington County, TX. *[Signature]* Deputy

13

W96376

MEMO - OIL & GAS MINERAL  
LEASE

7-29-96

96.376

CERTIFIED COPY CERTIFICATE  
STATE OF TEXAS

COUNTY OF WASHINGTON  
The above is a full, true, and correct photographic  
copy of this original record now in my lawful custody,  
and possession as the same is recorded in the  
OFFICIAL RECORDS in my office with volume and  
page number stamped thereon. I hereby certify on

MAR 2 1 1995

BETH ROTHERMEL  
COUNTY CLERK  
WASHINGTON COUNTY, TEXAS

By Tiffani M. Brooks  
Deputy

Tiffani M. Brooks



SIMMONS AND ASSOCIATES, INC.

P. O. Box 1065  
Athens, Texas 75751-1065  
903/675-7287

P. O. Box 636  
Brenham, Texas 77834-0636  
409/830-0079  
Fax/830-1181

February 20, 1996

Mr. Drew Reid  
Texas General Land Office  
Lease Administration  
1700 N. Congress Ave., Room 640  
Austin, Texas 78701

RE: Dissolution of Unit and Designation of UPRC-Clyde Unit #1 Redrill  
William Bridge Survey, A-17  
Washington County, Texas

M-96376  
→

Dear Mr. Reid:

Enclosed please two original executed copies of a Dissolution of Unit and Designation of the UPRC Clyde Unit #1 Redrill. The plat attached to this letter shows the new amended Unit outline. The original northern lateral as highlighted on the plat was unsuccessful and UPRC plans to relocate and redrill it as shown towards our proven production in a unit directly to the north. Please review the documents and should the proposal be acceptable, have them executed and return either one or both of documents to me in our office in Brenham, Texas. Should you have any questions please feel free to call me at 409/830-0079.

P.S. Prompt response to this is needed, as we would like to begin our redrill operations as soon as possible.

Sincerely,

Elvis D. Hollis

Elvis D. Hollis  
Agent-Union Pacific Resources Company

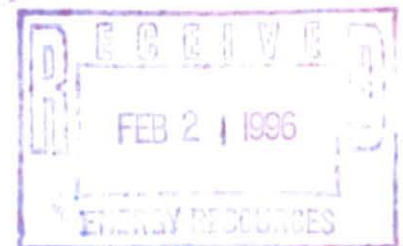


EXHIBIT "C"

7. Horizontal angles shown hereafter are based on the true meridian unless otherwise indicated.

TANGENT	BEARING	LENGTH
11	E 12°42'09" E	811.62
12	S 18°06'28" E	2306.54
13	S 18°42'25" E	2412.51
14	N 4°11'11" W	1871.25
15	S 0°25'56" E	347.22
16	S 8°29'28" W	802.11
17	S 8°33'16" W	1360.25

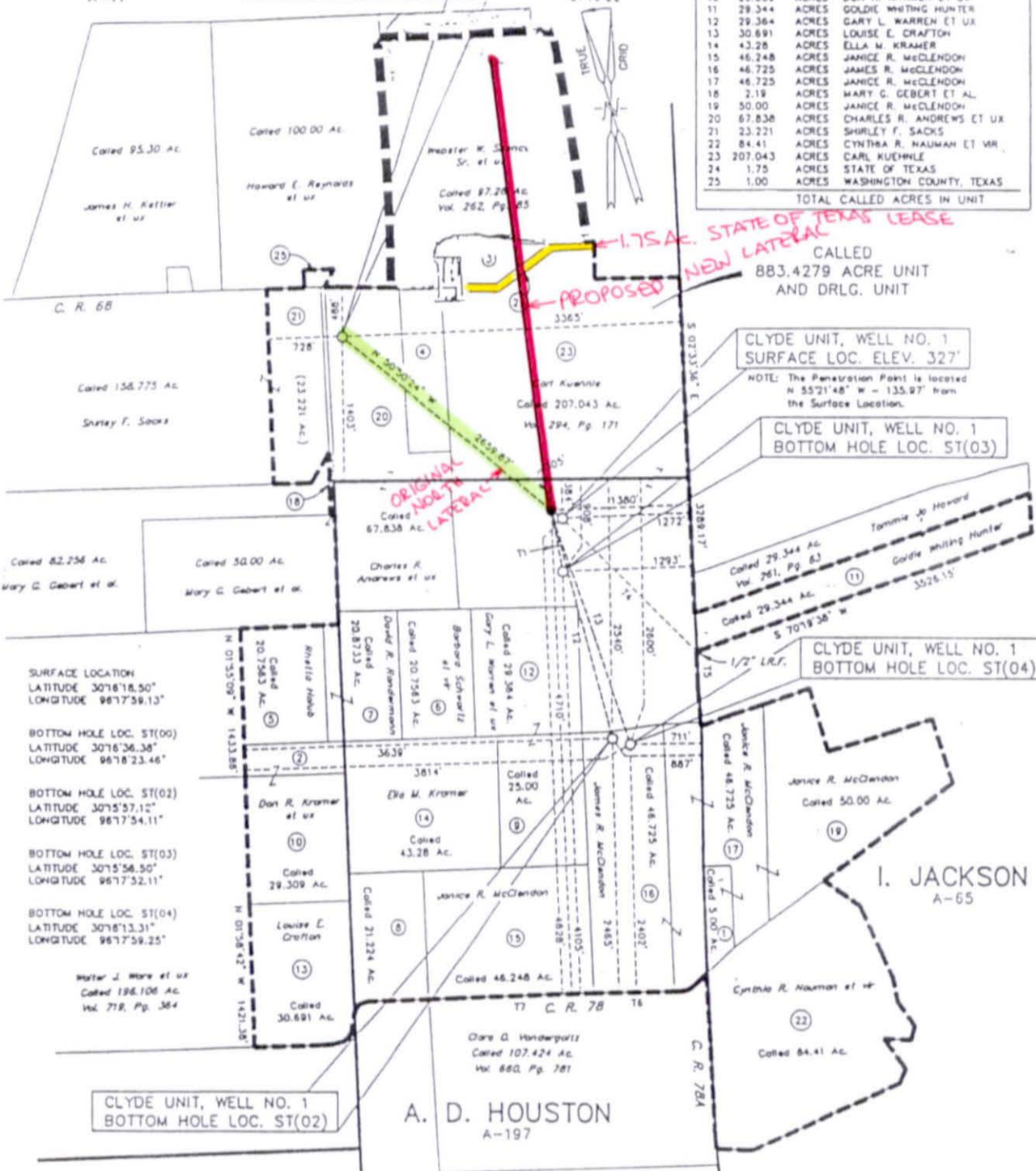
NOTE: This is not a boundary survey. Acreages shown hereon are based upon record deed acreage only.

1	5.00	ACRES	JANICE R. McCLENDON
2	7.50	ACRES	DON R. KRAMER ET UX
3	8.13	ACRES	BARNET BOKER ET UX
4	15.05	ACRES	ROOSEVELT JACKSON, JR. ET UX
5	20.7563	ACRES	RHETTA HOLUB
6	20.7563	ACRES	BARBARA SCHWARTZ ET VR
7	20.8733	ACRES	DAVID R. BRANDERWANN
8	21.224	ACRES	C. M. SOMMER ET UX
9	25.00	ACRES	GARY L. WARREN ET UX
10	29.309	ACRES	DON R. KRAMER ET UX
11	29.344	ACRES	GOLDIE WHITING HUNTER
12	29.364	ACRES	GARY L. WARREN ET UX
13	30.691	ACRES	LOUISE E. CRAFTON
14	43.28	ACRES	ELLA M. KRAMER
15	46.248	ACRES	JANICE R. McCLENDON
16	46.725	ACRES	JAMES R. McCLENDON
17	46.725	ACRES	JANICE R. McCLENDON
18	2.19	ACRES	MARY G. GEBERT ET AL
19	50.00	ACRES	JANICE R. McCLENDON
20	67.838	ACRES	CHARLES R. ANDREWS ET UX
21	23.221	ACRES	SHIRLEY F. SACKS
22	84.41	ACRES	CYNTHIA R. NAUMAN ET VR
23	207.043	ACRES	CARL KUEHNLE
24	1.75	ACRES	STATE OF TEXAS
25	1.00	ACRES	WASHINGTON COUNTY, TEXAS

TOTAL CALLED ACRES IN UNIT

WILLIAM BRIDGE  
A-17

CLYDE UNIT, WELL NO. 1  
BOTTOM HOLE LOC. ST(00)



1.75 AC. STATE OF TEXAS LEASE  
PROPOSED NEW LATERAL  
CALLED 883.4279 ACRE UNIT AND DRLG. UNIT

CLYDE UNIT, WELL NO. 1  
SURFACE LOC. ELEV. 327'

NOTE: The Penetration Point is located N 55°21'48" W - 135.97' from the Surface Location.

CLYDE UNIT, WELL NO. 1  
BOTTOM HOLE LOC. ST(03)

CLYDE UNIT, WELL NO. 1  
BOTTOM HOLE LOC. ST(04)

SURFACE LOCATION  
LATITUDE 30°16'18.50"  
LONGITUDE 96°17'59.13"

BOTTOM HOLE LOC. ST(00)  
LATITUDE 30°16'36.38"  
LONGITUDE 96°18'23.46"

BOTTOM HOLE LOC. ST(02)  
LATITUDE 30°15'57.12"  
LONGITUDE 96°17'54.11"

BOTTOM HOLE LOC. ST(03)  
LATITUDE 30°15'56.50"  
LONGITUDE 96°17'52.11"

BOTTOM HOLE LOC. ST(04)  
LATITUDE 30°16'13.31"  
LONGITUDE 96°17'59.25"

CLYDE UNIT, WELL NO. 1  
BOTTOM HOLE LOC. ST(02)

A. KUYKENDALL  
A-70

BOTTOM HOLE LOC. ST(01) is not shown on this plat due to its extremely short length which terminates near the Penetration Point.

"AS DRILLED"  
WELL LOCATION PLAT  
UNION PACIFIC RESOURCES COMPANY  
CLYDE UNIT, WELL NO. 1  
WASHINGTON COUNTY, TEXAS  
SCALE: 1" = 1000'

WALKER & ASSOCIATES SURVEYING, INC.  
TYLER, TEXAS PH: 903-534-9000

I, Mark D. Bryant Sr., Registered Professional Land Surveyor, do hereby certify that this plat was prepared from a partial survey and from public record information and is true and correct to the best of my knowledge.

GIVEN UNDER MY HAND & SEAL this 1st day of February, 1995.

By: *Mark D. Bryant Sr.*



Bearing Base is Grid, N.A.D. 83  
South Central Zone

(14)  
M16376  
LTR FROM SIMMONS  
ASSOC.  
7-29-96



507.00

# DO NOT DESTROY



## UNIT AGREEMENT MEMO

Unit No. 2559

Operator UPRC  
Unit Name CLYDE UNIT #1 REDRILL  
County WASHINGTON  
Effective Date \_\_\_\_\_  
Unitized for: Oil \_\_\_\_\_ Gas \_\_\_\_\_ Oil & Gas X

1. M.F. No. 96376 Tr.# 1  
Lease Acres: 1.75 ÷ Total Unit Acres 97427079 =  
Tract Participation: .00179541 X  
Royalty Decimal: \* .166667 =  
Unit Royalty Decimal: .000299236  
\*Royalty Reduction: Yes \_\_\_\_\_ No ✓

2. M.F. No. \_\_\_\_\_ Tr.# \_\_\_\_\_  
Lease Acres: \_\_\_\_\_ ÷ Total Unit Acres \_\_\_\_\_ =  
Tract Participation: \_\_\_\_\_ X  
Royalty Decimal: \* \_\_\_\_\_ =  
Unit Royalty Decimal: \_\_\_\_\_  
\*Royalty Reduction: Yes \_\_\_\_\_ No \_\_\_\_\_

3. M.F. No. \_\_\_\_\_ Tr.# \_\_\_\_\_  
Lease Acres: \_\_\_\_\_ ÷ Total Unit Acres \_\_\_\_\_ =  
Tract Participation: \_\_\_\_\_ X  
Royalty Decimal: \* \_\_\_\_\_ =  
Unit Royalty Decimal: \_\_\_\_\_  
\*Royalty Reduction: Yes \_\_\_\_\_ No \_\_\_\_\_

4. M.F. No. \_\_\_\_\_ Tr.# \_\_\_\_\_  
Lease Acres: \_\_\_\_\_ ÷ Total Unit Acres \_\_\_\_\_ =  
Tract Participation: \_\_\_\_\_ X  
Royalty Decimal: \* \_\_\_\_\_ =  
Unit Royalty Decimal: \_\_\_\_\_  
\*Royalty Reduction: Yes \_\_\_\_\_ No \_\_\_\_\_

Remarks:

Prepared by: C. Libert

Data Base Update M.S. Carr

Date 11-14-01

GIS PH

Date 5/13/02

Mineral Maps

Date



appropriate amendments or instruments correcting or committing any such interest to this New Unit.

By execution of this instrument, the undersigned owners of the Leases do not exhaust their right to pool the Leases and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool or unitize the above described Leases and lands with any other leases, lands, horizons or strata in the vicinity and so far as the power, right and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

This New Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

The dissolution of the Old Unit and formation of the New Unit shall be effective simultaneously with each other as of the date this document is filed of record in Washington County, Texas. If, however, for any reason the New Unit fails to become effective or is deemed invalid, then the Old Unit shall remain in force and effect, notwithstanding the dissolution language contained herein, until the New Unit becomes valid and effective. The New Unit shall remain in force as long as the pooled minerals are being produced from the New Unit, or so long as the Leases covering the New Unit are maintained in force by payment or tender of shut-in royalties or by other means, in accordance with the terms of said Leases.

This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart or ratification, with the same effect as if all parties had executed one instrument. Executed signature pages from different originals of this instrument may be combined to form one single instrument for recording purposes. Failure of any one person owning an interest in the New Unit to execute this instrument or a counterpart shall not in any manner effect the validity hereof as to the parties who do execute the instrument.

Executed this 19<sup>th</sup> day of February, 1996.

UNION PACIFIC RESOURCES COMPANY

By: Carolyn J. David EPS  
AWA  
NEW  
Attorney-in-Fact

COMMISSIONER OF THE GENERAL LAND  
OFFICE OF THE STATE OF TEXAS

By: \_\_\_\_\_

ACKNOWLEDGEMENT

State of Texas )  
County of Tarrant )

This instrument was acknowledged before me on the 19<sup>th</sup> day of FEBRUARY, 1996, by CAROLYN J. DAVID, Attorney-in-Fact for UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



ACKNOWLEDGEMENT

State of Texas )  
County of Travis )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_.

EXHIBIT "A"

Attached to and made a part of that certain Dissolution of Unit and Designation of Union Pacific Resources Company Clyde Unit #1 Redrill

Schedule of Leases

Lease No.: TX1-63249  
Date: March 18, 1994  
Lessor: Shirley F. Sacks, a married woman dealing with her sole and separate property (now a widow)  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 738, Page 27, Official Records of Washington County, Texas  
Limitation: Insofar and only insofar as said lease covers a 23.221 acre tract of land as described on the attached Exhibit "A-1".

Lease No.: TX1-61058(1)  
Date: December 3, 1993  
Lessor: Howard C. Kyle, Jr. and wife, Alice Victoria Kyle  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 721, Page 731, Official Records of Washington County, Texas  
Limitation: Insofar and only insofar as said lease covers a 2.19 acre tract of land as described on the attached Exhibit "A-2".

Lease No.: TX1-61058(2)  
Date: April 19, 1994  
Lessor: Mary G. Gebert, Geraldine G. Irvine, Juanita G. Eckert and H. Charles Eckert, Trustee  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 740, Page 41, Official Records of Washington County, Texas  
Limitation: Insofar and only insofar as said lease covers a 2.19 acre tract of land as described on the attached Exhibit "A-2".

Lease No.: TX1-72132  
Date: October 16, 1994  
Lessor: Barney Boeker and wife, Betty Jo Boeker  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 758, Page 392, Official Records of Washington County, Texas

Lease No.: TX1-62983  
Date: November 22, 1993  
Lessor: Charles R. Andrews and wife, Beatrice M. Andrews  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 734, Page 332, Official Records of Washington County, Texas

Lease No.: TX1-65064  
Date: May 6, 1994  
Lessor: Roosevelt Jackson, Jr. and wife, Lillie G. Jackson  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 745, Page 69, Official Records of Washington County, Texas

Lease No.: TX1-61067  
Date: November 18, 1993  
Lessor: Carl Kuehnle, a widower  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 721, Page 728, Official Records of Washington County, Texas

Lease No.: TX1-62827  
Date: March 3, 1994  
Lessor: Gary L. Warren and wife, Diann Warren  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 731, Page 371, Official Records of Washington County, Texas

Lease No.: TX1-61175  
Date: December 17, 1993  
Lessor: Barbara Jean Randermann Schwartz and husband, Roy Schwartz  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 724, Page 44, Official Records of Washington County, Texas

Lease No.: TX1-65009  
Date: December 8, 1993  
Lessor: David Ray Randermann, a single man  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 741, Page 310, Official Records of Washington County, Texas

Lease No.: TX1-62721  
Date: February 9, 1994  
Lessor: Rhetta Faye Randermann, a married woman dealing herein with her separate non-homestead property  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 729, Page 633, Official Records of Washington County, Texas

Lease No.: TX1-61057  
Date: November 17, 1993  
Lessor: Don R. Kramer and wife, Karen Kramer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 721, Page 729, Official Records of Washington County, Texas

Lease No.: TX1-61302  
Date: November 23, 1994  
Lessor: Louise Elsa Crafton, a widow  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 724, Page 64, Official Records of Washington County, Texas

Lease No.: TX1-61046  
Date: December 9, 1993  
Lessor: Ella Mae Kramer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 722, Page 56, Official Records of Washington County, Texas

Lease No.: TX1-61045  
Date: December 8, 1993  
Lessor: Charlie M. Sommer and wife, Nancy L. Sommer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 723, Page 861, Official Records of Washington County, Texas

Lease No.: TX1-61015  
Date: December 1, 1993  
Lessor: Janice R. McClendon a/k/a Janice Pearl Randermann McClendon a/k/a Janice Pearl McClendon, a feme sole  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 720, Page 727, Official Records of Washington County, Texas

Lease No.: TX1-61180  
Date: December 3, 1993  
Lessor: James Reece McClendon, dealing in his separate property  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 724, Page 41, Official Records of Washington County, Texas

Lease No.: TX1-61691  
Date: January 17, 1994  
Lessor: Cynthia Russ Naumann and husband, Peter Bates Naumann  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 729, Page 36, Official Records of Washington County, Texas

Lease No.: TX1-71918  
Date: September 3, 1994  
Lessor: Goldie Whiting Hunter  
Lessee: Union Pacific Resources Company  
Recorded: Volume 769, Page 261, Official Records of Washington County, Texas

Lease No.: TX2-73344  
Date: April 18, 1995  
Lessor: State of Texas  
Lessee: Union Pacific Resources Company  
Recorded: Volume 786, Page 237, Official Records of Washington County, Texas

Lease No.: TX1-73174  
Date: April 28, 1995  
Lessor: Washington County, Texas, by and through its County Judge, Dorothy Morgan, duly authorized  
Lessee: Union Pacific Resources Company  
Recorded: Volume 788, Page 863, Official Records of Washington County, Texas

## FIELD NOTES FOR A 23.221 ACRE TRACT OF LAND

BEING a 23.221 tract of land situated in the William Bridge Survey, Abstract 17, Washington County, Texas, being a part of that certain called 158.775 acre tract as recorded in Volume 318, Page 269, of the Deed Records of Washington County, Texas and a portion of County Road 68, which lies adjacent to and North of said 158.775 acre tract, said 23.221 acre tract of land to be more particularly described my metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for the Northeast corner of the above mentioned 158.775 acre tract and being in the South line of County Road 68;

THENCE South 02° 43' 40" East, a distance of 907.51 feet along the East line of said 158.775 acre tract to a point for corner;

THENCE South 03° 08' 03" East, a distance of 658.07 feet continuing along said East line of said 158.775 acre tract to a point for corner;

THENCE South 01° 13' 28" East, a distance of 23.43 feet continuing along said East line of said 158.775 acre tract to a point for corner;

THENCE South 30° 45' 34" West, a distance of 338.01 feet continuing along said East line of said 158.775 acre tract to a point for the Southeast corner of said tract;

THENCE South 88° 12' 21" West, a distance of 373.23 feet along the South line of said 158.775 acre tract to a point for corner;

THENCE North 02° 03' 09" West, over and across said 158.775 acre tract, a distance of 1900.17 feet to a point for corner in the centerline of said County Road 68;

THENCE North 87° 56' 50" East, a distance of 533.28 feet along said centerline of County Road 68 to a point for corner;

THENCE South 02° 43' 10" East, a distance of 28.94 feet back to the Place of Beginning and containing 23.221 acres of land.

## FIELD NOTES FOR A 2.19 ACRE TRACT OF LAND

BEING a 2.19 acre tract of land situated in the William Bridge Survey, Abstract 17, Washington County, Texas and being a part of that certain Mary G. Gebert, et al called 50.0 acre tract of land as recorded in Volume 715, Page 739 of the Official Records of Washington County, Texas and a portion of County Road 68 which lies adjacent to and North of said called 50.0 acre tract, said 2.19 acre tract to be more particularly described by metes and bounds as follows:

••••• BEGINNING at a 3/8" iron rod found for the most Northerly Northwest corner of the above referenced called 50.0 acre tract and the Northeast corner of a 158.775 acre tract also being in the South line of County Road 68;

••••• THENCE North 02° 43' 10" West, a distance of 28.94 feet to a point for corner in centerline of said County Road 68;

••••• THENCE North 88° 33' 39" East, a distance of 39.70 feet along said centerline of said County Road 68 to a point for corner;

THENCE South 03° 02' 37" East, a distance of 1593.25 feet along the most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 00° 43' 20" East, a distance of 299.68 feet continuing along said most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 01° 45' 50" East, a distance of 270.08 feet continuing along said most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 01° 45' 50" East, a distance of 58.24 feet continuing along said most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 88° 24' 56" West, over and across said 50.0 acre tract, a distance of 44.25 feet to a point for an inside corner of said tract;

THENCE North 01° 13' 28" West, a distance of 626.72 feet along the most Northerly West line of said 50.0 acre tract to a point for corner;

THENCE North 03° 08' 03" West, a distance of 658.07 feet continuing along said most Northerly West line of said 50.0 acre tract to a point for corner;

THENCE North 02° 43' 40" West, a distance of 907.51 feet back to the Place of Beginning and containing 2.19 acre of land.

EXHIBIT "B"

Attached to and made a part of that certain Dissolution of Unit and Designation of Union Pacific Resources Company Clyde Unit #1 Redrill

Schedule of Leases

Lease No.: TX1-63249  
Date: March 18, 1994  
Lessor: Shirley F. Sacks, a married woman dealing with her sole and separate property (now a widow)  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 738, Page 27, Official Records of Washington County, Texas  
Limitation: Insofar and only insofar as said lease covers a 23.221 acre tract of land as described on the attached Exhibit "B-1".

Lease No.: TX1-61058(1)  
Date: December 3, 1993  
Lessor: Howard C. Kyle, Jr. and wife, Alice Victoria Kyle  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 721, Page 731, Official Records of Washington County, Texas  
Limitation: Insofar and only insofar as said lease covers a 2.19 acre tract of land as described on the attached Exhibit "B-2".

Lease No.: TX1-61058(2)  
Date: April 19, 1994  
Lessor: Mary G. Gebert, Geraldine G. Irvine, Juanita G. Eckert and H. Charles Eckert, Trustee  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 740, Page 41, Official Records of Washington County, Texas  
Limitation: Insofar and only insofar as said lease covers a 2.19 acre tract of land as described on the attached Exhibit "B-2".

Lease No.: TX1-72132  
Date: October 16, 1994  
Lessor: Barney Boeker and wife, Betty Jo Boeker  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 758, Page 392, Official Records of Washington County, Texas

Lease No.: TX1-62983  
Date: November 22, 1993  
Lessor: Charles R. Andrews and wife, Beatrice M. Andrews  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 734, Page 332, Official Records of Washington County, Texas

Lease No.: TX1-65064  
Date: May 6, 1994  
Lessor: Roosevelt Jackson, Jr. and wife, Lillie G. Jackson  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 745, Page 69, Official Records of Washington County, Texas

Lease No.: TX1-61067  
Date: November 18, 1993  
Lessor: Carl Kuehnle, a widower  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 721, Page 728, Official Records of Washington County, Texas

Lease No.: TX1-62827  
Date: March 3, 1994  
Lessor: Gary L. Warren and wife, Diann Warren  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 731, Page 371, Official Records of Washington County, Texas

Lease No.: TX1-61175  
Date: December 17, 1993  
Lessor: Barbara Jean Randermann Schwartz and husband, Roy Schwartz  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 724, Page 44, Official Records of Washington County, Texas

Lease No.: TX1-65009  
Date: December 8, 1993  
Lessor: David Ray Randermann, a single man  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 741, Page 310, Official Records of Washington County, Texas

Lease No.: TX1-62721  
Date: February 9, 1994  
Lessor: Rhetta Faye Randermann, a married woman dealing herein with her separate non-homestead property  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 729, Page 633, Official Records of Washington County, Texas

Lease No.: TX1-61057  
Date: November 17, 1993  
Lessor: Don R. Kramer and wife, Karen Kramer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 721, Page 729, Official Records of Washington County, Texas

Lease No.: TX1-61302  
Date: November 23, 1994  
Lessor: Louise Elsa Crafton, a widow  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 724, Page 64, Official Records of Washington County, Texas

Lease No.: TX1-61046  
Date: December 9, 1993  
Lessor: Ella Mae Kramer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 722, Page 56, Official Records of Washington County, Texas

Lease No.: TX1-61045  
Date: December 8, 1993  
Lessor: Charlie M. Sommer and wife, Nancy L. Sommer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 723, Page 861, Official Records of Washington County, Texas

Lease No.: TX1-61015  
Date: December 1, 1993  
Lessor: Janice R. McClendon a/k/a Janice Pearl Randermann McClendon a/k/a Janice Pearl McClendon, a feme sole  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 720, Page 727, Official Records of Washington County, Texas

Lease No.: TX1-61180  
Date: December 3, 1993  
Lessor: James Reece McClendon, dealing in his separate property  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 724, Page 41, Official Records of Washington County, Texas

Lease No.: TX1-61691  
Date: January 17, 1994  
Lessor: Cynthia Russ Naumann and husband, Peter Bates Naumann  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 729, Page 36, Official Records of Washington County, Texas

Lease No.: TX1-71918  
Date: September 3, 1994  
Lessor: Goldie Whiting Hunter  
Lessee: Union Pacific Resources Company  
Recorded: Volume 769, Page 261, Official Records of Washington County, Texas

Lease No.: TX2-73344  
Date: April 18, 1995  
Lessor: State of Texas  
Lessee: Union Pacific Resources Company  
Recorded: Volume 786, Page 237, Official Records of Washington County, Texas

Lease No.: TX1-73174  
Date: April 28, 1995  
Lessor: Washington County, Texas, by and through its County Judge, Dorothy Morgan, duly authorized  
Lessee: Union Pacific Resources Company  
Recorded: Volume 788, Page 863, Official Records of Washington County, Texas

Lease No.: TX1-61004(5)  
Date: March 14, 1994  
Lessor: Webster W. Spencer, Sr. and wife, Ilva E. Spencer  
Lessee: Union Pacific Resources Company  
Recorded: Memorandum of Oil, Gas and Mineral Lease  
Volume 734, Page 838, Official Records of Washington County, Texas  
Limitation: LESS AND EXCEPT that certain \_\_\_\_\_ tract of land as described on the attached Exhibit "B-3".

Lease No.: TX1-73126  
Date: June 8, 1994  
Lessor: Palestine Missionary Baptist Church  
Lessee: Two Rivers Oil Co.  
Recorded: Volume 747, Page 533, Official Records of Washington County, Texas  
Limitation: INsofar AND ONLY INsofar as said lease covers that certain tract of land as described on Exhibit "B-4".

## FIELD NOTES FOR A 23.221 ACRE TRACT OF LAND

BEING a 23.221 tract of land situated in the William Bridge Survey, Abstract 17, Washington County, Texas, being a part of that certain called 158.775 acre tract as recorded in Volume 318, Page 269, of the Deed Records of Washington County, Texas and a portion of County Road 68, which lies adjacent to and North of said 158.775 acre tract, said 23.221 acre tract of land to be more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for the Northeast corner of the above mentioned 158.775 acre tract and being in the South line of County Road 68;

THENCE South 02° 43' 40" East, a distance of 907.51 feet along the East line of said 158.775 acre tract to a point for corner;

THENCE South 03° 08' 03" East, a distance of 658.07 feet continuing along said East line of said 158.775 acre tract to a point for corner;

THENCE South 01° 13' 28" East, a distance of 23.43 feet continuing along said East line of said 158.775 acre tract to a point for corner;

THENCE South 30° 45' 34" West, a distance of 338.01 feet continuing along said East line of said 158.775 acre tract to a point for the Southeast corner of said tract;

THENCE South 88° 12' 21" West, a distance of 373.23 feet along the South line of said 158.775 acre tract to a point for corner;

THENCE North 02° 03' 09" West, over and across said 158.775 acre tract, a distance of 1900.17 feet to a point for corner in the centerline of said County Road 68;

THENCE North 67° 56' 50" East, a distance of 533.28 feet along said centerline of County Road 68 to a point for corner;

THENCE South 02° 43' 10" East, a distance of 28.94 feet back to the Place of Beginning and containing 23.221 acres of land.

## FIELD NOTES FOR A 2.19 ACRE TRACT OF LAND

BEING a 2.19 acre tract of land situated in the William Bridge Survey, Abstract 17, Washington County, Texas and being a part of that certain Mary G. Gebert, et al called 50.0 acre tract of land as recorded in Volume 715, Page 739 of the Official Records of Washington County, Texas and a portion of County Road 68 which lies adjacent to and North of said called 50.0 acre tract, said 2.19 acre tract to be more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for the most Northerly Northwest corner of the above referenced called 50.0 acre tract and the Northeast corner of a 158.775 acre tract also being in the South line of County Road 68;

THENCE North 02° 43' 10" West, a distance of 28.94 feet to a point for corner in centerline of said County Road 68;

THENCE North 88° 33' 39" East, a distance of 39.70 feet along said centerline of said County Road 68 to a point for corner;

THENCE South 03° 02' 37" East, a distance of 1593.25 feet along the most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 00° 43' 20" East, a distance of 299.68 feet continuing along said most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 01° 45' 50" East, a distance of 270.08 feet continuing along said most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 01° 45' 50" East, a distance of 58.24 feet continuing along said most Northerly East line of said 50.0 acre tract to a point for corner;

THENCE South 88° 24' 56" West, over and across said 50.0 acre tract, a distance of 44.25 feet to a point for an inside corner of said tract;

THENCE North 01° 13' 28" West, a distance of 626.72 feet along the most Northerly West line of said 50.0 acre tract to a point for corner;

THENCE North 03° 08' 03" West, a distance of 658.07 feet continuing along said most Northerly West line of said 50.0 acre tract to a point for corner;

THENCE North 02° 43' 40" West, a distance of 907.51 feet back to the Place of Beginning and containing 2.19 acre of land.

5495.05

THE STATE OF TEXAS

WEBSTER W. SPENCER, SR

COUNTY OF WASHINGTON

8.18 ACRES

All that certain tract or parcel of land of land, lying and being situated in Washington County, Texas, part of the Wm. Bridge Survey, A-17, being part of the same land called 97.26 acres as described in the deed from John Beckendorf, et ux, to Webster W. Spencer, Sr., et ux, dated October 30, 1965, as recorded in Vol. 262, Page 85, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 1/2 inch iron rod found at the base of a 3 inch Cedar fence corner post for the Northwest corner of said original tract, being the Northwest corner hereof, also being on the occupied South line of the Margaret Heidemann, et al, tract called 129 57/100 acres as described in Vol. 118, Page 223, also being the Northeast corner of the Howard Reynolds, et al, tract called 100 acres as described in the deed recorded in Vol. 321, Page 762, in said Deed Records;

THENCE along a portion of the North line of said original tract for the North line hereof, being along a portion of the occupied South line of said Heidemann, et al, tract and along a portion of the occupied South line of the Wm. Spencer, Sr., et al, tract called 25.00 acres, Vol. 554, Page 748, in said Deed Records, S 84°42'48" E 165.44 feet to a 3 inch Cedar fence corner post being used for the Southwest corner of said Spencer tract called 25.00 acres, being the occupied Southeast corner of said Heidemann, et al, tract, and N 87°59'23" E 1342.50 feet to an 8 inch Cedar fence corner post being used for the Northeast corner hereof, being an exterior ell corner of said Spencer tract called 25.00 acres, also being on the apparent West line of the Palistine Missionary Baptist Church tract;

THENCE along a portion of the apparent West line of said church tract for the East line hereof, S 02°05'55" E 218.01 feet to the Southeast corner hereof, being the apparent Southwest corner of said Church tract;

THENCE along the South line hereof, S 86°42'24" W 1512.27 feet to the Southwest corner hereof, being on the occupied East line of said Reynolds tract, and being on the West line of said original tract;

THENCE along a portion of the West line of said original tract for the West line hereof, being along a portion of the occupied East line of said Reynolds tract, N 00°58'10" W 272.93 feet to the place of beginning and containing 8.18 acres of land.

EXHIBIT "B-4"

2.2 acres of land, being the same land described as 1.0 acre in that certain deed from Burrell McCowan to Palestine Colored Baptist Church, dated October 18, 1883 and recorded in Volume 16, Page 166 of the Deed Records of Washington County, Texas; and as 1.0 acre in that certain deed from Tommy Newman and wife, Louise Newman to Palestine Colored Baptist Church, dated October 18, 1958 and recorded in Volume 311, Page 779 of the Deed Records of Washington County, Texas.



Attached to and made a part of that certain Dissolution of Unit and Designation of Union Pacific Resources Company Clyde Unit #1 Redrill

*Jack this is the best map I have seen - Clyn*

M-96376  
#2559

~~#2051~~  
~~M-94213~~

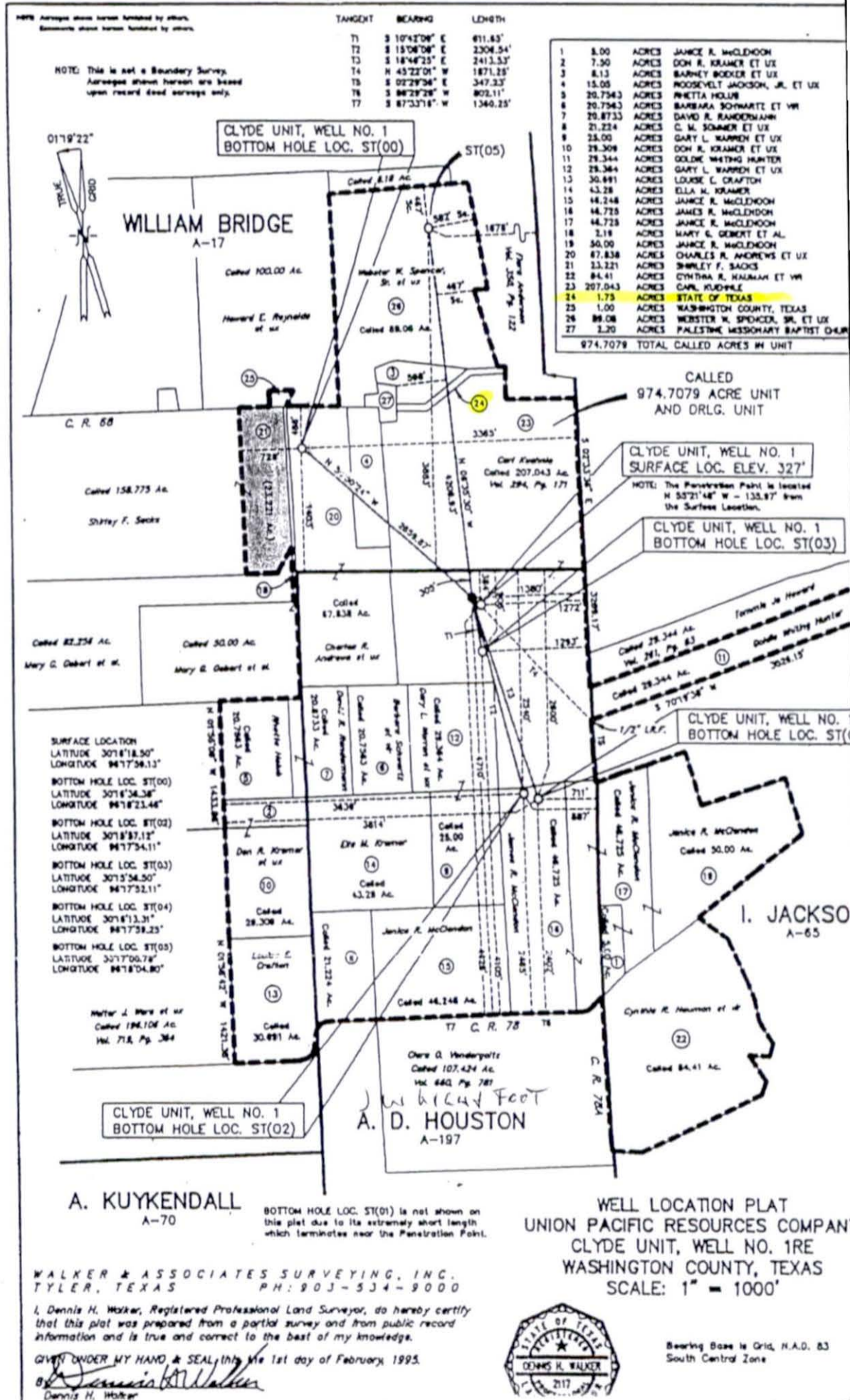


EXHIBIT "C"

T. Bearings shown herein furnished by others  
 Easements shown herein furnished by others

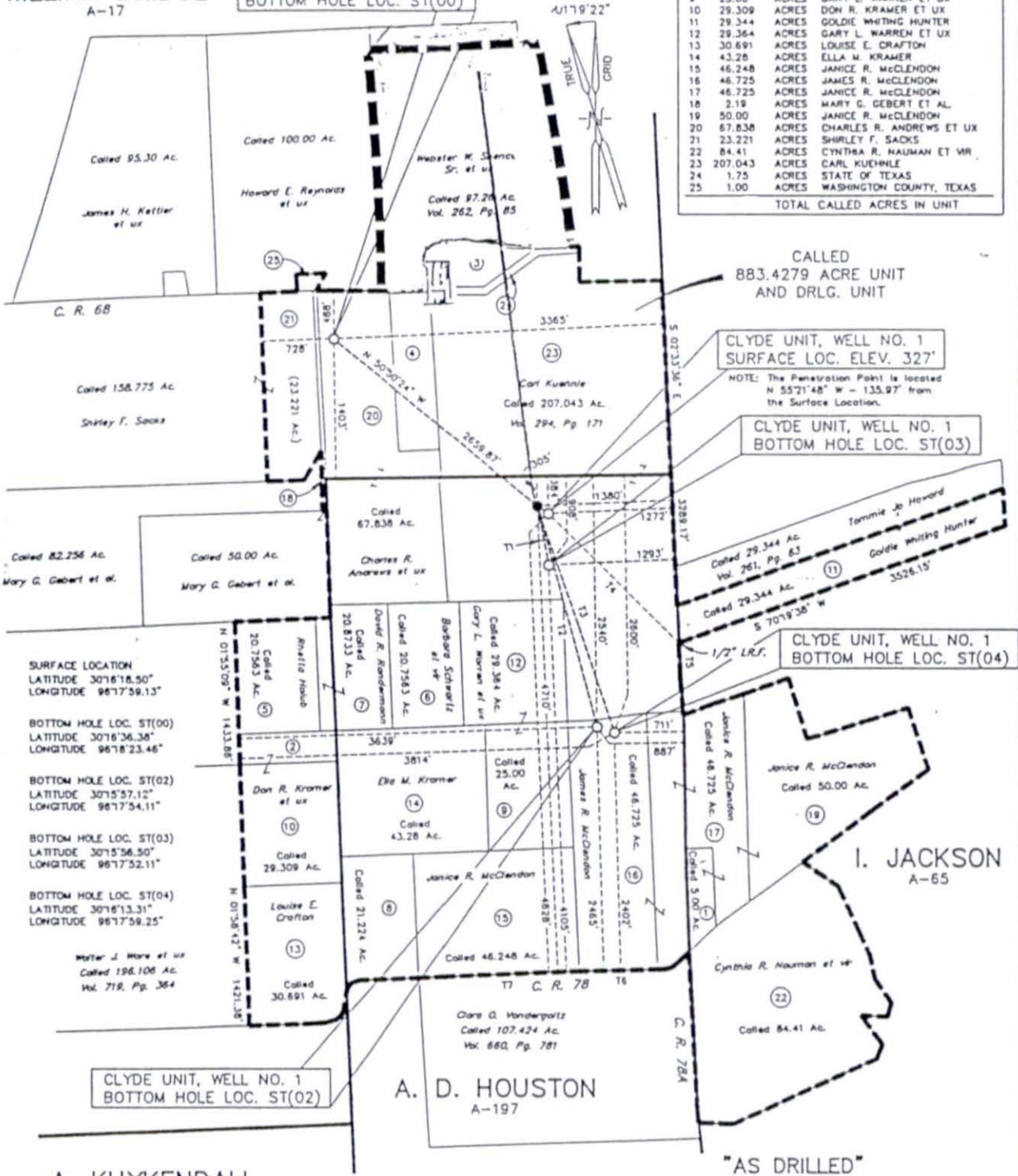
TANGENT	BEARING	LENGTH
71	S 10°42'08" E	811.65'
72	S 15°06'02" E	2306.54'
73	N 18°43'22" W	2413.52'
74	N 45°22'00" W	1871.25'
75	S 02°29'56" E	347.23'
76	S 86°29'28" W	802.11'
77	S 87°33'16" W	1360.25'

NOTE: This is not a Boundary Survey.  
 Acreages shown herein are based  
 upon record deed acreage only.

1	5.00	ACRES	JANICE R. McCLENDON
2	7.50	ACRES	DON R. KRAMER ET UX
3	8.13	ACRES	BARNY BOEKER ET UX
4	15.05	ACRES	ROOSEVELT JACKSON, JR. ET UX
5	20.7563	ACRES	RHETTIA HOLUB
6	20.7563	ACRES	BARBARA SCHWARTZ ET WR
7	20.8733	ACRES	DAVID R. RANDELMANN
8	21.224	ACRES	C. M. SOMMER ET UX
9	25.00	ACRES	GARY L. WARREN ET UX
10	29.309	ACRES	DON R. KRAMER ET UX
11	29.344	ACRES	GOLDIE WHITING HUNTER
12	29.364	ACRES	GARY L. WARREN ET UX
13	30.691	ACRES	LOUISE E. CRAFTON
14	43.28	ACRES	ELLA M. KRAMER
15	46.248	ACRES	JANICE R. McCLENDON
16	46.725	ACRES	JAMES R. McCLENDON
17	46.725	ACRES	JANICE R. McCLENDON
18	2.19	ACRES	MARY G. GEBERT ET AL.
19	50.00	ACRES	JANICE R. McCLENDON
20	67.838	ACRES	CHARLES R. ANDREWS ET UX
21	23.221	ACRES	SHIRLEY F. SACKS
22	84.41	ACRES	CYNTHIA R. HAUMAN ET WR
23	207.043	ACRES	CARL KUEHNLE
24	1.75	ACRES	STATE OF TEXAS
25	1.00	ACRES	WASHINGTON COUNTY, TEXAS
TOTAL CALLED ACRES IN UNIT			

WILLIAM BRIDGE  
 A-17

CLYDE UNIT, WELL NO. 1  
 BOTTOM HOLE LOC. ST(00)



SURFACE LOCATION  
 LATITUDE 30°16'18.50"  
 LONGITUDE 96°17'59.13"

BOTTOM HOLE LOC. ST(00)  
 LATITUDE 30°16'36.36"  
 LONGITUDE 96°18'23.46"

BOTTOM HOLE LOC. ST(02)  
 LATITUDE 30°15'57.12"  
 LONGITUDE 96°17'54.11"

BOTTOM HOLE LOC. ST(03)  
 LATITUDE 30°15'56.50"  
 LONGITUDE 96°17'52.11"

BOTTOM HOLE LOC. ST(04)  
 LATITUDE 30°16'13.31"  
 LONGITUDE 96°17'59.25"

A. KUYKENDALL  
 A-70

BOTTOM HOLE LOC. ST(01) is not shown on this plat due to its extremely short length which terminates near the Penetration Point.

A. D. HOUSTON  
 A-197

"AS DRILLED"  
 WELL LOCATION PLAT  
 UNION PACIFIC RESOURCES COMPANY  
 CLYDE UNIT, WELL NO. 1  
 WASHINGTON COUNTY, TEXAS  
 SCALE: 1" = 1000'

WALKER & ASSOCIATES SURVEYING, INC.  
 TYLER, TEXAS PH: 903-534-9000

I, Mark D. Bryant Sr., Registered Professional Land Surveyor, do hereby certify that this plat was prepared from a partial survey and from public record information and is true and correct to the best of my knowledge.

GIVEN UNDER MY HAND & SEAL this the 1st day of February, 1995.

By: *Mark D. Bryant Sr.*



Bearing Base is Grid, N.A.D. 83  
 South Central Zone

(15)  
M96374  
Dissolution of unit  
7-29-96

55700

**From:** Carl Bonn  
**To:** Arellano, Jesse  
**Date:** 6/19/2008 8:15:40 AM  
**Subject:** MF096376; Unit 2559 Washington County

Jesse,

Please be advised that the referenced lease and unit have terminated effective 9/1/00. A new lease and unit covering roughly the same acreage has been taken under MF101529; Unit #3160.

Thanks  
Carl

**CC:** Hall, Alvin; King, Joe; Leal, Laura; Markham, John; Mesiroff, John; Painter, Jonathan; Raygon, Brian; Saenz, Alex; Stimson, Lannie; Throckmorton, Tracey

(16)

File No. MF096376  
email

Date Filed: 6-19-08  
Jerry E. Patterson, Commissioner  
By Carl Bonn