

MF097473

2641

2.583 UNIT ACRES

2.867 NON-UNIT ACRES

Lease Type
HROW 65 [Cou

Control
65-902394

Basefile

County

WASHINGTON

Survey

Washington County Roads

Block

Block Name

Township

Section/Tract

Land Part

Randermann Rd and Kuykendall Rd

Acres

Net: 2.583000 Gross: 2.583000

Depth Below

Depth Above Depth Other

Allow All
Depths

Name

THE STATE OF TEXAS

Lease Date

8/6/1996

Primary Term

3 years

Bonus

\$680.63

Lease Royalty

0.25000000

Paid Up

NA

Leasing: JT

Maps: JT

GIS: MC

Scanlab: _____

EXPIRED
~~JT~~
MC



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



F293122
UNION PACIFIC RESOURCES COMPANY

2641

2.583 UNIT ACRES

2.867 NON-UNIT ACRES

Rentals: *M.T.*

Lease

Admin: *DR.*

Mineral *A*

Maps: *A*

STATE LEASE

PAID-UP

MF097473

CONTROL

BASEFILE

COUNTY

65-902394

000

-

WASHINGTON

/239

SURVEY

: WASHINGTON COUNTY ROADS

BLOCK

:

TOWNSHIP

: 00

SECTION/TRACT:

PART

:

ACRES

: 5.45

DEPTH LIMITS

: NO

LESSEE

: UNION PACIFIC RESOURCES COMPAN

LEASE DATE

: Aug 06 1996

PRIMARY TERM

: 3 yrs

BONUS (\$)

: 680.63

RENTAL (\$)

: 0.00

ROYALTY

: 0.25000000

VAR ROYALTY

:



293122
MF 097473

CONTENTS OF FILE NO. M-97473

1. Lease	8/6/96	25. Division Order	9/1/16
2. Application	7/31/96	Scanned	JG 8-18-21
3. Letter	7/2/96		
4. Plat	—		
5. Letter	7/2/96		
6. Letter	7/2/96		
7. Affidavit	7/2/96		
8. Affidavit	7/2/96		
9. Plat	—		
10. Letter	9/5/86		
11. Deed	5/12/1896		
12. Memo of O+G Lease	11/14/93		
13. " " " "	11/29/93		
14. " " " "	12/23/93		
15. " " " "	4/12/94		
16. " " " "	10/11/94		
17. " " " "	12/12/94		
18. " " " "	10/6/95		
19. " " " "	11/11/95		
20. " " " "	1/13/94		
21. Amended of O+G Lease	3/14/96		
22. Memo of O+G Lease	5/5/95		
23. Memo of O+G Lease	5/23/94		
24. Designation of unit	3-30-96		
Scanned sm 11/12/15			

The State of Texas



Austin, Texas

PAID-UP

OIL AND GAS LEASE NO. M-97473
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 Co., whose address is , P.O. Box 7, Fort Worth, Texas 76101-0007 hereinafter called "Lessee".

1. Lessor, in consideration of Six Hundred Eighty and 63/100 Dollars (\$680.63), 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:

5.445 acres of land, more or less, situated in said Washington 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 5.445 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) years from August 6, 1996, 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 fourth (1/4) 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 fourth (1/4) 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 fourth (1/4) 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 fourth (1/4) 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 August 6, 1996.



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

Approved:

Energy: RH

Executive: SM



PORTION OF RANDERMANN ROAD AND KUYKENDALL ROAD TO BE LEASED
FROM THE STATE OF TEXAS IN WASHINGTON COUNTY

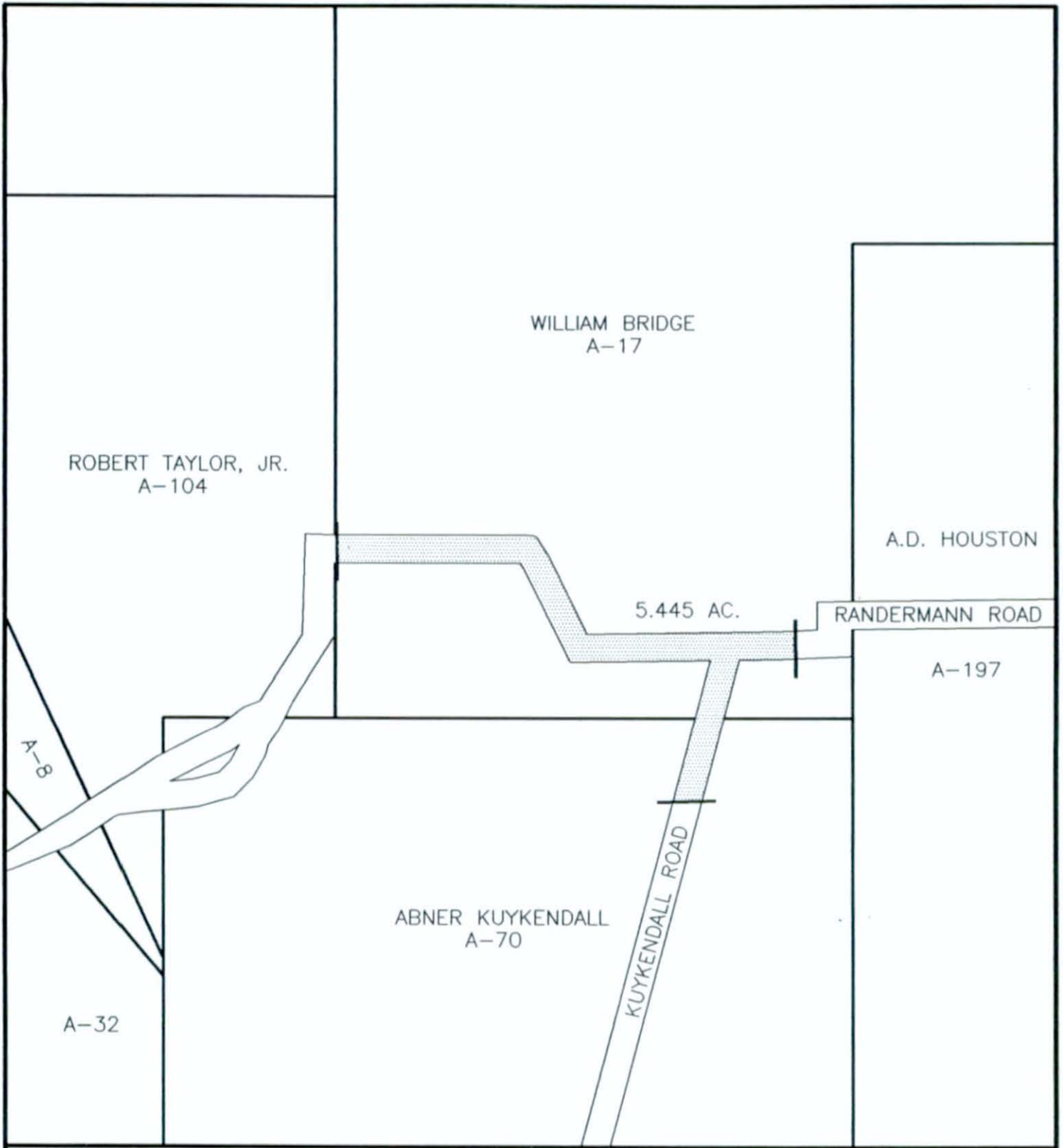
5.445 acres of land, more or less, out of the William Bridge League, A-17, and the Abner Kuykendall Survey, A-70, Washington County, Texas and being the five parcels of land described as follows, to-wit:

PARCEL A: 1.25 acre of land, being the same land described in that certain deed dated May 12, 1896 from August Randermann to Washington County, Texas, and recorded in Volume 39, Page 101 of the Deed Records of Washington County, Texas.

PARCEL B: 1.00 acre of land, being the same land described in that certain deed dated April 28, 1914 from Henry Dierking to W. R. Ewing, County Judge of Washington County, Texas, and recorded in Volume 66, Page 379 of the Deed Records of Washington County, Texas.

PARCEL C: 0.333 acre of land, being the first tract of land described in that certain deed dated April 16, 1930 from Chas. Randermann to S. D. W. Low, County Judge of Washington County, Texas, and recorded in Volume 100, Page 528 of the Deed Records of Washington County, Texas.

PARCEL D: 2.862 acres of land, more or less, calculated as the land described in that certain deed dated March 1, 1926 from Hy. Weghorst and wife Louise Weghorst to Washington County, Texas and recorded in Volume 90, Page 155 of the Deed Records of Washington County, Texas.



7-96/MWARD/RANDERMA

MAP SHOWING
PORTION OF RANDERMANN & KUYKENDALL ROAD
APPROXIMATELY 5.445 ACRES
5 MILES SOUTH OF INDEPENDENCE
WASHINGTON COUNTY

① INF 97473
ITEM Lease
TO _____
FROM _____
DATE 8/6/96

GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

DATE: July 31, 1996

TO: School Land Board

FROM: Robert Hatter / Energy Resources

SUBJECT: Application To Lease Highway Right-of-Way

APPLICANT Union Pacific Resources Co

9.025
- 3.58
5.445 Ac
#D on the DCA

REFERENCE: Being ~~9.025~~ acres, more or less, along Randermann Rd. & Kuykendall Rd., situated in the W. Bridge Sur., A-17 & in the A. Kuykendall Sur., A-70 in Washington County, Texas.

The following terms were provided for in the adjacent leases:

	<u>High</u>	<u>Low</u>
Bonus/Acre:	\$125.00	\$100.00
Royalty:	1/4	1/6
Delay Rental:	None	None
Primary Term:	3 Years Paid-up	3 years

680.63
10.21
\$690.84

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:	1/4
Delay Rental:	None
Primary Term:	3 Years 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 9.025 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 MF 92473
ITEM App to lease
TO _____
FROM _____
DATE 7/31/96

DENNIS MAHLMANN
PETROLEUM LAND SERVICES
208 W. ALAMO
BRENHAM, TEXAS 77833
409/836-3260

125.00
1/4
3 yr
Paid-up
Z

July 2, 1996

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

X 100.00

36059826

RE: Oil and Gas Lease, 9.025 acres,
A portion of Randermann Road,
and a portion of Kuykendall Road,
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) Copies of recorded leases on adjacent lands;
- 6) Affidavit re: consideration paid for adjacent leases;
- 7) Map indicating mineral ownership of adjacent tracts;

170

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

RECEIVED
95 JUL -5 PM 1:45
LANDMAN RESOURCES

3

REF 97473
ITEM Letter
TO _____
FROM _____
DATE 7/2/96



↑
1" = 600'

PARCEL B: 1 acre
(15.8 ft X 993 vrs.)

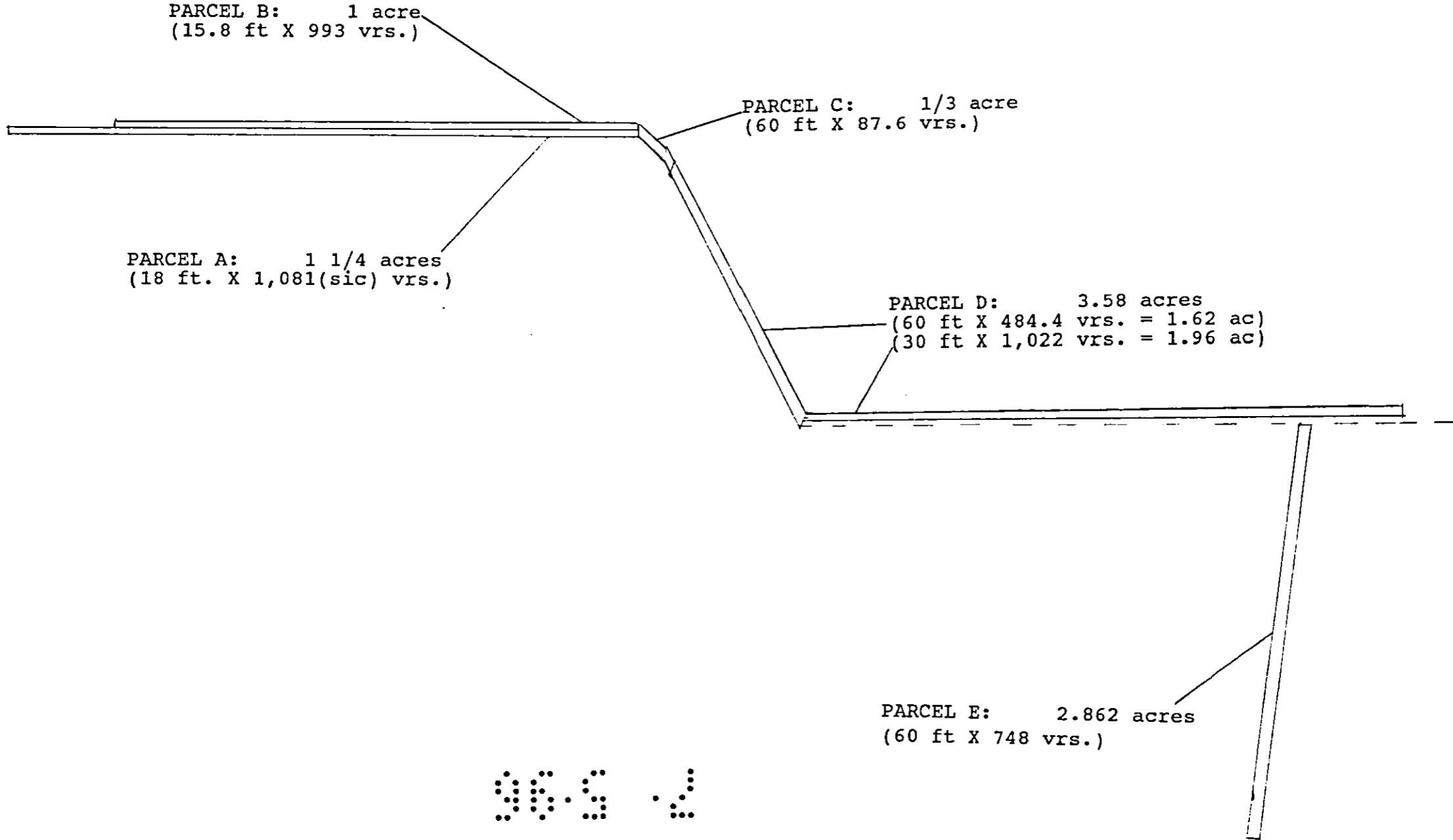
PARCEL C: 1/3 acre
(60 ft X 87.6 vrs.)

PARCEL A: 1 1/4 acres
(18 ft. X 1,081(sic) vrs.)

PARCEL D: 3.58 acres
(60 ft X 484.4 vrs. = 1.62 ac)
(30 ft X 1,022 vrs. = 1.96 ac)

PARCEL E: 2.862 acres
(60 ft X 748 vrs.)

985 ↓



4.

MF 97473
ITEM PIA.
TO _____
FROM _____
DATE _____



DENNIS MAHLMANN
PETROLEUM LAND SERVICES
208 W. ALAMO
BRENHAM, TEXAS 77833
409/836-3260

July 2, 1996

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

RE: Oil and Gas Lease, 9.025 acres,
A portion of Randermann Road,
and a portion of Kuykendall Road,
Washington County, Texas

Gentlemen:

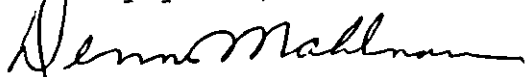
Union Pacific Resources Company hereby makes application to lease a 9.025 acre right-of-way tract located in Washington County, Texas. Union Pacific is an "adjacent mineral owner" to this tract as a result of currently existing oil and gas leases.

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 9.025 acres to be leased.
- 3) Copies of source deeds 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

MF 97423
ITEM letter
TO _____
FROM _____
DATE 7/2/96



DENNIS MAHLMANN
PETROLEUM LAND SERVICES
208 W. ALAMO
BRENHAM, TEXAS 77833
409/836-3260

July 2, 1996

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

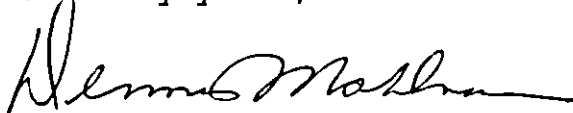
RE: Oil and Gas Lease, 9.025 acres,
A portion of Randermann Road,
and a portion of Kuykendall Road.
Washington County, Texas

Gentlemen:

On behalf of Union Pacific Resources Company I hereby
waive the statutory notice which the Company is entitled
to as an "adjacent mineral owner" to the above tract which
the Company has made application to lease.

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

6.

MF 97473
ITEM Letter
TO _____
FROM _____
DATE 7/2/56



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.

PORTION OF RANDERMANN ROAD AND KUYKENDALL ROAD TO BE LEASED FROM THE STATE OF TEXAS IN WASHINGTON COUNTY

9.025 acres of land, more or less, out of the William Bridge League, A-17, and the Abner Kuykendall Survey, A-70, Washington County, Texas and being the five parcels of land described as follows, to-wit:

PARCEL A: 1.25 acre of land, being the same land described in that certain deed dated May 12, 1896 from August Randermann to Washington County, Texas, and recorded in Volume 39, Page 101 of the Deed Records of Washington County, Texas.

PARCEL B: 1.00 acre of land, being the same land described in that certain deed dated April 28, 1914 from Henry Dierking to W. R. Ewing, County Judge of Washington County, Texas, and recorded in Volume 66, Page 379 of the Deed Records of Washington County, Texas.

PARCEL C: 0.333 acre of land, being the first tract of land described in that certain deed dated April 16, 1930 from Chas. Randermann to S. D. W. Low, County Judge of Washington County, Texas, and recorded in Volume 100, Page 528 of the Deed Records of Washington County, Texas.

PARCEL D: 3.58 acres of land, being the two tracts of land described as 1.62 acres and 1.96 acres, in that certain deed dated April 16, 1930 from Alb. Randermann to S. D. W. Low, County Judge of Washington County, Texas, and recorded in Volume 100, Page 527 of the Deed Records of Washington County, Texas.

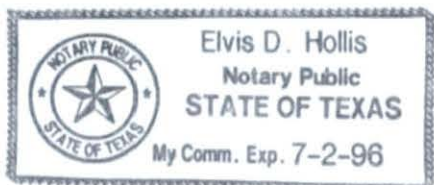
PARCEL E: 2.862 acres of land, more or less, calculated as the land described in that certain deed dated March 1, 1926 from Hy. Weghorst and wife Louise Weghorst to Washington County, Texas and recorded in Volume 90, Page 155 of the Deed Records of Washington County, Texas.

Further affiant sayeth not.

Dated this 2ND day of July, 1996.


DENNIS MAHLMANN

SUBSCRIBED AND SWORN TO BEFORE ME this 2nd day of July, 1996.




Notary Public, State of Texas

•••••
•••••
•••••
•••••
•••••

97473
Affidavit
7/2/90



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.

A PORTION OF RANDERMANN ROAD AND A PORTION OF KUYKENDALL ROAD TO BE LEASED FROM STATE OF TEXAS IN WASHINGTON COUNTY, TEXAS

0.025 acres of land, more or less, out of the William Bridge League, A-17, and the Abner Kuykendall Survey, A- 70, Washington County, Texas, being the same land described in the following five parcels of land, to-wit:

PARCEL A: 1.25 acres of land, more or less, being the same land described in that certain deed dated May 12, 1896 from August Randermann to Washington County, Texas and filed of record in Volume 39, Page 101 of the Deed Records of Washington County, Texas.

PARCEL B: 1.00 acres of land, more or less, being the same land described in that certain deed dated April 28, 1914 from Henry Dierking to W. R. Ewing, County Judge of Washington County, Texas and filed of record in Volume 66, Page 379 of the Deed Records of Washington County, Texas.

PARCEL C: 0.333 acres of land, more or less, being the first tract of land described in that certain deed dated April 16, 1930 from Chas. Randermann to W. R. Ewing, County Judge of Washington County, Texas and filed of record in Volume 100, Page 528 of the Deed Records of Washington County, Texas.

PARCEL D: 3.58 acres of land, more or less, being the two tracts of land described as 1.62 acres and 1.96 acres in that certain deed dated April 16, 1930 from Alb. Randermann to W. R. Ewing, County Judge of Washington County, Texas and filed of record in Volume 100, Page 527 of the Deed Records of Washington County, Texas.

PARCEL E: 2.862 acres of land, more or less, calculated as the land described in that certain deed dated March 1, 1926 from Hy. Weghorst and wife, Louise Weghorst to Washington County, Texas and filed of record in Volume 90, Page 155 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>TERM</u>	<u>REF.</u>	<u>ROYALTY</u>	<u>BONUS</u>	<u>RENTAL</u>
<u>TRACT 1: 28.885 Ac.</u> Charles Edward Cox, et vir, Ruthie Mae Cox	3 yr.	772/197	1/6th	\$100/Ac	Pd Up
<u>TRACT 2: 5.000 Ac.</u> Elroy Schroeder, et ux Nelda Schroeder	3 yr.	757/567	1/6th	\$100/Ac	Pd Up

TRACT 3: 103.929 Ac.
Willie Dierking, et ux 3 yr. 724/53 1/6th \$40/Ac Pd Up
Pearlie Mae Dierking

TRACT 4: 196.106 Ac.
Walter J. Ware, et ux, 3 yr. 735/801 1/6th \$40/Ac Pd Up
Marjorie Ware

TRACT 5: 6.002 Ac.
Cecil Dudley Sparkman, Jr. 3 yr. 806/41 3/16th \$125/Ac Pd Up
et ux, Barbara Ann Sparkman

TRACT 6: 29.788 Ac.
Hilda Schroeder 3 yr. 721/734 1/6th \$40/Ac Pd Up

TRACT 7: 30.202 Ac.
Lillie Sommer 3 yr. 720/755 1/6th \$40/Ac Pd Up

TRACT 9: 94.750 Ac.
Lonie Addicks, et al 3 yr. 720/738 1/6th \$40/Ac Pd Up

TRACT 11: 118.085 AC.
Robert E. Moore, et ux 3 yr. 741/306 1/6th \$40/Ac Pd Up

Ray H. Marr 2 yr. 818/140 1/4th \$100/Ac Pd Up

Ellen M. Thorn 3 yr. 784/248 1/6th \$100/Ac Pd Up

Three G Investments, Ltd. Unleased* .046875 int.
H...L. Gardner, Jr. *Encumbered by judgment and gap in
514 W. Masonic Dr. predecessor's title.
Brenham, Texas 77833

Unknown heirs of Unleased** .03125 int.
A. C. Dacus **Subject to gap in predecessor's title.

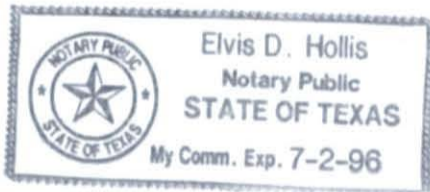
Affiant further states that said lands listed as TRACT 1 through TRACT 11 herein, correspond to the lands listed as same on the attached Exhibit "A" covering the subject area of Washington County, Texas.

Further affiant sayeth not.

Dated this 2ND day of July, 1996.


DENNIS MAHLMANN

SUBSCRIBED AND SWORN TO BEFORE ME this 2nd day of July, 1996.




Notary Public, State of Texas

8. 97473
ITEM Affidavit
FROM
DATE 7/2/96



ADJACENT MINERAL OWNER STATUS OF LANDS SURROUNDING PROPOSED LEASE
OF 6.163 ACRES OF RIGHT-OF-WAY FROM THE STATE OF TEXAS TO UNION
PACIFIC RESOURCES COMPANY PER ATTACHED PLAT (EXHIBIT "A").

Working Interest ownership in Tracts 1 to 9:

100%
Union Pacific Resources Company
P.O. Box 7
Fort Worth, Texas 76101-0007

TRACT 1: 28.885 ACRES

TRACT 2: 5.000 ACRES

TRACT 3: 103.929 ACRES

TRACT 4: 196.106 ACRES

TRACT 5: 6.002 ACRES

TRACT 6: 29.788 ACRES

TRACT 7: 30.202 ACRES

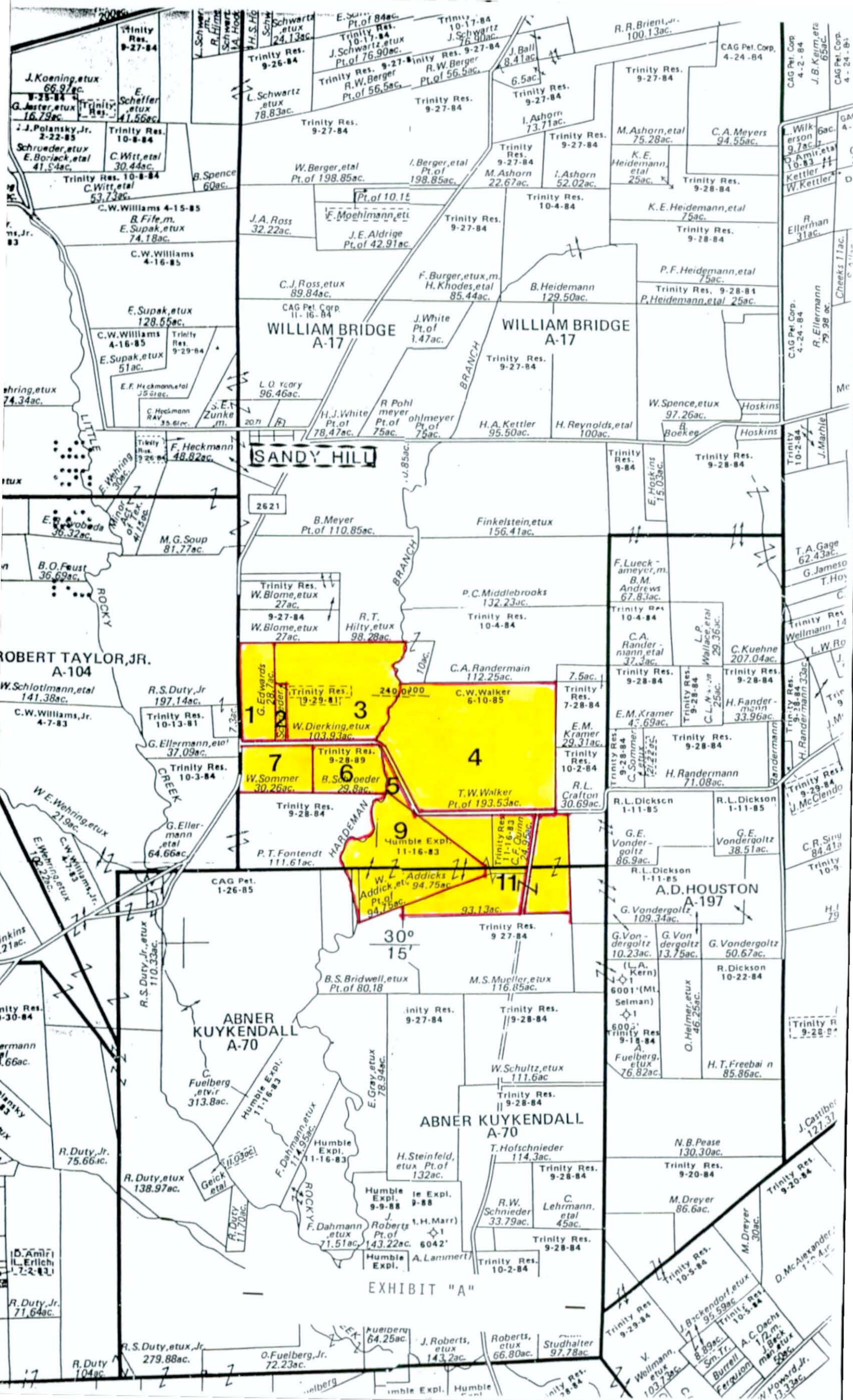
TRACT 9: 94.750 ACRES

TRACT 11: 118.085 ACRES

UNION PACIFIC RESOURCES COMPANY (108.859 NET ACRES)

THREE G INVESTMENTS, LTD. (5.535 NET ACRES)
%H. L. GARDNER, JR.
514 W. MASONIC DR.
BRENHAM, TEXAS 77833

UNKNOWN HEIRS OF A. C. DACUS (3.691 NET ACRES)



WILLIAM BRIDGE A-17

WILLIAM BRIDGE A-17

SANDY HILL

ROBERT TAYLOR, JR. A-104

ABNER KUYKENDALL A-70

ABNER KUYKENDALL A-70

A.D. HOUSTON A-197

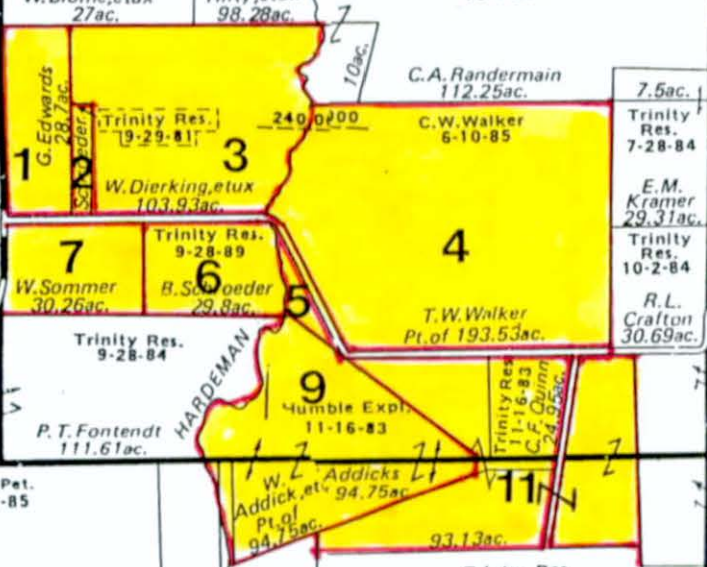
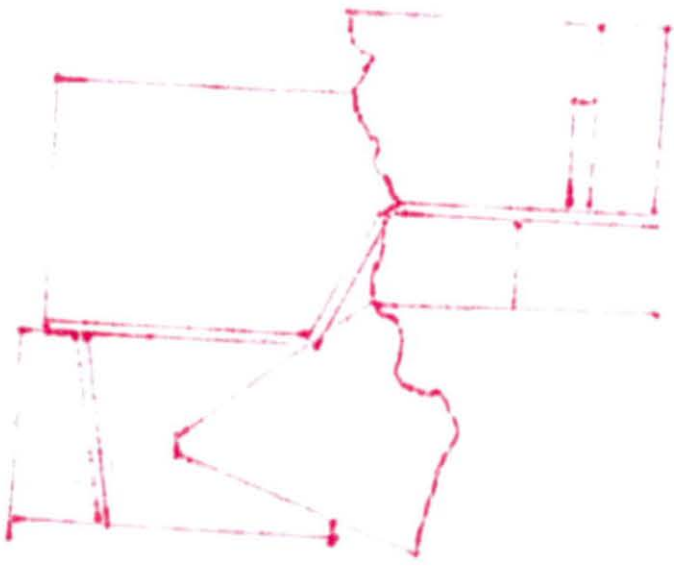


EXHIBIT "A"

9.

REF 97473
ITEM PLAT
TO _____
FROM _____
DATE _____

3
2
1



DENNIS MAHLMANN
Petroleum Land Services
208 W. Alamo
Brenham, Texas 77833
409/836-3260

September 5, 1996

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

X 690.⁸⁴ 37001672

RE: Mineral File No. M-97473
Washington County, Texas

Simmons & Cassie, Inc. ✓

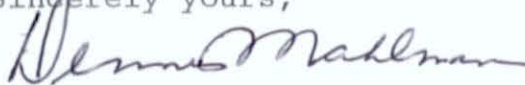
Dear Mr. Reid:

Enclosed please find our check for \$690.84 as compensation for the above lease to Union Pacific Resources Company. Please forward the executed lease to me at the above address.

170

Thank you for your assistance in acquiring this lease.

Sincerely yours,



Dennis Mahlmann
Landman
Union Pacific Resources Company

Enclosure

RECEIVED

10.

MF 97473
ITEM Letter
TO _____
FROM _____
DATE 9/5/96



PARCEL A

DEED 39

101

This Book is added to Book No 46-

Gen. D. Howard & Co. Pts. St. Louis

THE STATE OF TEXAS, }
County of Washington }

Know all Men by these Presents:

See Book
No 3-
No 3418
See record
No 1338

THAT I August Randermann

of the County of Washington State of Texas for and in consideration
of the sum of one dollar and material to build a bridge over Hardemanns creek and driving piling, expenses
to me in hand paid by

Washington County

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the
said Washington County

of the County of Washington State of Texas all that certain strip or
parcel of land part of the Wm Bridge league and off of the North side
of a tract of land of 89⁶³ 700 acres bought by me of H F Rahl the strip of
land hereby conveyed is described as follows Beginning at the S. E. corner
of lot No 4 of the W. W. Eddings div of the Eddings homestead in the
center of Hardemann branch Thence W on the North line of said 89⁶³ 700
acres 1081 varas to N. W. cor of said 89⁶³ 700 tract Thence South with West line
of said tract 18 feet stake for corner Thence E 1081 varas more or less to
the center of said Hardemann branch Thence with said creek
Northwly 18 feet more or less to beginning containing one 1/4
(1/4) acres of land more or less

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 Washington County
heirs and assigns, forever. And I do hereby bind myself, heirs, executors and administrators, to
Warrant and Forever Defend all and singular the said premises unto the said Washington County
heirs and assigns, against every person whomsoever lawfully
claiming or to claim the same, or any part thereof.

WITNESS my hand, at Brenham this 12th day of May A. D. 1896
WITNESSES AT REQUEST OF GRANTOR.

A Randermann

THE STATE OF TEXAS, }
COUNTY OF Washington }

BEFORE ME, O. A. Seward, County Clerk
in and for Washington County, Texas,

on this day personally appeared A. Randermann 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 12th day of May A. D. 1896

O. A. Seward
C. C. C. M. C.

THE STATE OF TEXAS, }
COUNTY OF _____ }

BEFORE ME, _____ in and for _____ County, Texas, on this day personally
appeared _____ wife of _____

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
acknowledged such instrument to be her act and deed, and 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 _____ day of _____ A. D. 1896

Filed for Record the 12 day of May A. D. 1896, at 2 o'clock P. M., and Recorded the 19
day of May A. D. 1896 at 10th o'clock A. M.
By R. V. Hoffmann Deputy. O. A. Seward
Clerk County Court, Washington County, Texas.

PARCEL B

Given under my hand and seal of office this the 21st day of April, A.D. 1914.

(seal) CLARENCE F. WESCOAK NOTARY PUBLIC IN AND FOR THE City of
ST LOUIS MISSOURI.

My Commission expires Dec. 4th, 1914.

THE STATE OF MISSOURI.

CITY OF ST. LOUIS. † Before me, ELSE M. SIEGEL, A Notary Public in and for St. Louis, ^{County} Missouri, on this day personally appeared J.K. Ross, 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 1st day of May, A.D. 1914.

(seal) ELSE M. SIEGEL, NOTARY PUBLIC IN
ST. LOUIS MISSOURI.

My Term Expires Jan. 23, 1918.

Filed for record May 12, A.D. 1914 at 10 O'clock, --- A.M. † GREEN MORGAN, C.C.C.W.O.

Recorded May 14, A.D. 1914 at 2 O'clock, ----- P.M. † BY A. J. Wendt Deputy.

DEED-- H. DIERKING TO WASHINGTON CO.

THE STATE OF TEXAS.

COUNTY OF WASHINGTON | KNOW ALL MEN BY THESE PRESENTS: That I, H. Dierking, of the County of Washington, State of Texas, for and in consideration of the sum of One Hundred Dollars, to me paid by W.R. Ewing, for Washington County, Texas, the receipt of which is hereby acknowledged. Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said W.R. Ewing, Co. Judge of sd. County & his successors in sd. Office, of the County of Washington State of Texas, all that certain lot or parcel of land, lying and being situated in Washington County, ~~State~~ of Texas, and a part of the Wm. Bridges League, and apart of the same land sold me by August Muegge & wife, which deed is of record in Book 53 page 646.

The land hereby conveyed being a strip for road purposes and is adjoining an 18ft. road, the strip hereby conveyed is to be 15-8/10 ft. wide and 993 yds long and containing One (1) acres of land.

TO HAVE AND TO HOLD above described premises together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said W.R. Ewing, Co. Judge & his successors in sd. office, heirs and assigns forever, and I do hereby bind myself & my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said W.R. Ewing, Co. Judge & his successors in sd. office heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Brenham, Tex. this 28 day of April, A.D. 1914.

HENRY DIERKING.

THE STATE OF TEXAS.

COUNTY OF WASHINGTON | Before me, Green Morgan, County Clerk, in and for Washington County, Texas, on this day personally appeared Henry Dierking 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 28 day of April, A.D. 1914.

(seal) GREEN MORGAN, COUNTY CLERK
WASHINGTON COUNTY, TEXAS.
BY A. J. WENDT. Deputy.

380

Filed for record May 13, A.D. 1914 at 1 O'clock, ----- P.M. | GREEN MORGAN, C.C.C.W.C.
 Recorded May 14, A.D. 1914 at 3 O'clock, ----- P.M. BY A. J. Went Deputy.

TRANSFER OF V.L. -- JAMES G. ELS. TO WM KORTH.

STATE OF TEXAS.

COUNTY OF DALLAS. I KNOW ALL MEN BY THESE PRESENTS: That I, James G. Els, of the County of Dallas, State of Texas, in consideration of the receipt of Ten Dollars to me in hand paid by William Korth and other valuable considerations moving to me from said William Korth, the receipt of which is hereby acknowledged, have this day bargained, sold and conveyed, and do by these presents, bargain, sell, convey and assign unto the said William Korth, five certain Vendor's Lien notes executed by W.H. Buck, payable to the order of James G. Els, described as follows, to-wit:

Being five of a series of six notes executed by said W.H. Buck, to said James G. Els, all dated May 7th, 1913, the first five for the sum of Five Hundred Dollars, each, and the sixth for the sum of Six Hundred Dollars, all drawing six per cent per annum, interest from date of the date until paid, and past due interest to bear the same rate of interest as the principal after maturity, each containing the usual default and ten per cent attorney's fee clauses, payable to the order of James G. Els at Navasota, in Grimes County, Texas, on or before the 1st day of January, in the years A.D. 1914, 1915, 1916, 1917, 1918, and 1919, respectively, executed in part payment for certain lands conveyed by James G. Els and Hattie Els, husband and wife, to W.H. Buck by deed dated the 7th day of May, A.D. 1913, which deed is of record in the Deed Records of Washington County, Texas, in Vol. 64, on page 316, which is hereby referred to for more particular description of said notes and of land, which is situated in Washington County, Texas, for which they were given in part payment.

The first of said notes being note No. 1 was paid in full, principal and interest, and cancelled by me and delivered to said W.H. Buck. The remaining five of said notes as above described being hereby sold, conveyed and assigned unto the said William Korth or his order, his heirs or assigns, and I also hereby bargain, sell and convey unto the said William Korth, all the right, title and interest owned or held by me in said land by virtue of said notes herein conveyed and assigned, said land and notes being fully set out and described in the deed above referred and made a part hereof.

To Have and To Hold unto the said William Korth, his heirs and assigns, the above described five of the series of six notes, the first of which series note # 1 was paid in full, principal and interest, together with all and singular the contract lien, vendor's Lien, rights, equities title and interest in said land which I have by virtue of being the Vendor in said deed, and payee in said notes and the legal holder and owner of said notes; and, I do hereby covenant that said notes are the first and only lien on said land, and that No. 1 being the first note of the series of the six notes described in said deed has been paid, principal and interest, that the offsets and credits to which said notes are entitled do appear on the back of said notes I hereby authorize the said William Korth, his heirs and assigns to release said Vendor's Lien on payment of said notes by duly executed release.

Witness my hand, this the 7th day of January, A.D. 1914.

JAMES G. ELS.

STATE OF TEXAS.

COUNTY OF DALLAS. Before me, J.B. Elliott, a Notary Public, in and for Dallas County, Texas, on this day personally appeared James G. Els, 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.

PARCEL C

DEED 100

528

same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 16 day of June, A. D. 1930.

(Seal)

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

Filed for record at 11 o'clock A. M. June 16, 1930.

C. B. Thompson

CCCWC.

Recorded at 9:10 o'clock A. M. June 21, 1930.

By

Deputy.

WARRANTY DEED: CHAS. RANDERMANN TO WASHINGTON COUNTY.

THE STATE OF TEXAS }

COUNTY OF WASHINGTON) KNOW ALL MEN BY THESE PRESENTS: That I, Chas. Randermann of the County

of Washington State of Texas, for and in consideration of the sum of one dollars to me in hand paid by Washington County; the receipt of which payment is hereby acknowledged, and confessed. And the further consideration, of the benefit which I do expect to derive, by having an improved road, passing and on my property, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto S. D. W. Low, County Judge, and his successors in

said office of the County of Washington and 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, and a part of my Gin Lot tract, and a part of my 60 acre tract. And described as fol-

lows: The center line being run as follows: Beginning at a point in the center of the approach

of the bridge at the Randermann gin; Thence with the center line of the road, S. 46 1/2 E. 61

varas to corner; Thence S. 27 10 E. 26.6 varas to the South line of the gin lot. The road is

60 feet wide, 30 feet on each side, of the center line above given, and will contain 1/3 of

an acre. The second section of this road, starts, at the S. W. corner of my 60 acre tract,

and the S E corner of the Albert Randermann tract. Thence with my West line North 30 feet to

corner. Thence N. 89 1/2 E. 333.4 varas to corner, 60 feet from my East line; Thence North, run-

ning 60 feet from said East line and parallel with same, to corner at Henry Randermann corner;

rather 60 feet West of said Henry Randermanns, corner; Thence East 60 feet to said Henry Ran-

dermanns, S. W. corner; Thence with my East line South to my S E corner, this is also corner of

the Plehn tract; Thence with my South line West 355 varas to the beginning corner, Containing

an area of 1.8 of an acre of land, more or less. If at any time, this road should be dis-

continued, or abandoned for road purposes; then, this land is to revert to me, or those holding

under me. It is agreed that the road shall remain flat in the Gin Lot, that is, no dump shall

be constructed in said Gin Lot.

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 his successors in said office and assigns forever, and I do here-

by bind my self and my 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,

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 my hand at Brenham, Texas, this the 16th day of April, 1930.

Chas. Randermann.

THE STATE OF TEXAS }

COUNTY OF WASHINGTON) Before me, the undersigned, a Notary Public in and for said County ad

State, on this day personally appeared Chas. Randermann, 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 16 day of June, A. D. 1930.

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

By A. T. Ruck, Deputy.

Filed for record at 12 o'clock M. June 16, 1930.

C. B. Thompson

CCCWC.

Recorded at 9:55 o'clock A. M. June 21, 1930.

By

Deputy.

ASSIGNMENT: JAHNKE ZSCHAPPEL OIL & GAS COMPANY TO MID KANSAS OIL & GAS COMPANY.

Whereas, on March 27, 1930, a certain oil and gas mining lease was made and entered into by and between Erasmus Lathan and Mamie Lathan, his wife, Bertha Mae Whitfield, joined by her husband, Paul L. Whitfield, Armanda Newsome, joined by her husband, Eddie L. Newsome, Rubie Fae Jameson, joined by her husband, Oscar Lee Jameson, and Senora Williams, joined by her husband, J. O. Williams, lessor, and Jahnke Zschappel Oil & Gas Company, lessee, covering, among other lands in Washington County, Texas, the following described two tracts, to-wit:

First Tract: A part of the M. A. Early league: Beginning at a point in the E bdry line of the J. Newman league, S. from the N W corner of the M. A. Early league, 432.6 varas; such beginning point is also the S. W. corner of a 60 acre tract conveyed by A. S. Lipscomb, to M. E. Griffin by deed recorded in Vol. 5. at page 388 of Washington County Deed Records; Thence S. 388 vrs. along the E bdry line of the J. Newman league to the N. W. corner of a 50 acre tract conveyed by A. E. Lipscomb to Erasmus Lathan as per deed recorded in Vol. 9, page 479, of Washington County Deed records; Thence E along the S line of the tract herein conveyed and the N line of the 50 acre tract conveyed by A. E. Lipscomb to Erasmus Lathan 783 varas to the N E corner of said 50 acre tract in the W line of the former R. Hairston tract; Thence N. along the line of the former R. Hairston tract 388 varas to the S E corner of the 60 acre tract conveyed by A. S. Lipscomb to M. E. Griffin and which point is 432.6 varas S from the S line of the B. F. Sanders league. Thence W. 783 varas along the S line of said 60 acres conveyed to M. E. Griffin to the place of beginning, containing by actual survey 53.4 acres of land; according to survey made by W. B. Francis, surveyor, on March 5th, 1920; and being the same and identical land described in deed from George Breedlove to Erasmus Lathan, dated January 20th, 1910, recorded in Vol. 57, page 225, Washington County Deed Records.

Second Tract: A part of the M. A. Early league; Beginning at a point on the E boundary line of the J. Newman league 216.3 vrs. S. from the N W corner of said M. A. Early league, and which beginning point is also the S. W. corner of a 20 acre tract now owned by Martin Parker; Thence S. along the E line of said J. Newman league 216.3 vrs. to the N W corner of a 57 acre tract conveyed by George Breedlove to Erasmus Lathan on January 20th, 1910, as per deed recorded in Vol. 57, pg. 225, of deed records of Washington County, Texas; but which tract of land by actual survey of W. B. Francis, surveyor, made on March 5th, 1920, contained only 53.4 acres; Thence E along the boundary line of the tract hereby conveyed and the N bdy of said 57 acre tract 783 vrs. to the N E corner of said 57 acre tract in the W line of the old R. Hairston tract; Thence N. 216.3 vrs. along the said Hairston tract and parallel with the W line of said M. A. Early league to a point 216.3 vrs. distant from the S line of the B. F. Sanders league, said point also being the S. E. corner of 30 acre tract owned by Martin Parker; Thence W along the division line between the tract herein conveyed and Parker's 30 acre tract 783 vrs. to the place of beginning, containing 30 acres, more or less; and being the same and identical land conveyed by Martin Parker to Erasmus Lathan on December 13, 1917, as per deed recorded in Vol. 71, page 365, of Washington County, Texas, deed records.

Said lease being recorded in the office of the county clerk in and for said county in vol. 100, page 51 of the Washington County Deed Records; and

Whereas, the said lease and all rights thereunder or incident thereto are now owned by Jahnke Zschappel Oil & Gas Company, a corporation; now, therefore,

For and in consideration of one (\$1.00) dollar (and other good and valuable considerations) the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain, sell, transfer,

THE STATE OF TEXAS }
 COUNTY OF TARRANT } Before me, the undersigned authority, a Notary Public in and for Tarrant County, Texas, on this day personally appeared Attorney in Fact for Tom B. Owens, same being Joe F. Bailey known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 15th day of May A. D. 1930.

(Seal) Louise Stanely Breen. Notary Public,
 Tarrant County, Texas.

Filed for record at 2:20 o'clock P. M. June 16, 1930. C. B. Thompson CCCWC

Recorded at 9 o'clock A. M. June 21, 1930. By *[Signature]* Deputy.

WARRANTY DEED: ALBERT RANDERMANN TO WASHINGTON COUNTY.

THE STATE OF TEXAS }
 COUNTY OF WASHINGTON } KNOW ALL MEN BY THESE PRESENTS: That I, Albert Randermann, of the County of Washington, State of Texas, for and in consideration of the sum of one dollars to me in hand paid by Washington County, the receipt of which, is hereby acknowledged and confessed. And the further consideration, of the benefit which I expect to derive, by having a better road, on, and passing my 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 corner in the center of this road, at the point where Chas. Randermanns, South line of his gin lot tract, crosses, the center line, of the new road; Thence with said center line of the new road, S. 27 10 E. 484.4 yrs. to corner, in the South line of the Randermann, tract; and the North line of Henry Weghorst tract, which is the North line of the old 30 foot road; Thence with said line East, taking a 30 foot strip, on the North side of this line, at 1022 varas, to corner of the Chas. Randermann 60 acre tract. The first line runs through my tract, and takes a right of way, of 30 feet, on each side of the center line, making a right of way of 60, feet in all. The second line takes a right of way, of just 30 feet, on the North side of the line; the old 30 foot road being on the South side, of the center line, as given above .

The land, or acrage, contained in this right of way, will be 1.62 acres in the first section, and 1.96 acres in the second section, making in all 3.58 acres of land. If at any time, this road, should be discontinued, or abandoned, for road purposes, then, this land, herein conveyed, is to revert to me, or those holding under me.

TO HAVE AND TO HOLD the above premises, together with all and singular the right 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 I do hereby bind myself and my 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. heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand at Brenham, Texas, this the 16th day of April, 1930.

Alb. Randermann.

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 Albert Randermann, 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 16 day of June, A. D. 1930.

(Seal)

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

Filed for record at 11 o'clock A. M. June 16, 1930.

C. B. Thompson

CCCWC.

Recorded at 9:10 o'clock A. M. June 21, 1930.

By

Deputy.

WARRANTY DEED: CHAS. RANDERMANN TO WASHINGTON COUNTY.

THE STATE OF TEXAS }

COUNTY OF WASHINGTON)

KNOW ALL MEN BY THESE PRESENTS: That I, Chas. Randermann of the County

of Washington State of Texas, for and in consideration of the sum of one dollars to me in hand paid by Washington County; the receipt of which payment is hereby acknowledged, and confessed. And the further consideration, of the benefit which I do expect to derive, by having an improved road, passing and on my property, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto S. D. W. Low, County Judge, and his successors in said office of the County of Washington and 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, and a part of my Gin Lot tract, and a part of my 60 acre tract. And described as follows: The center line being run as follows: Beginning at a point in the center of the approach of the bridge at the Randermann gin; Thence with the center line of the road, S. 46 1/2 E. 61 varas to corner; Thence S. 27 10 E. 26.6 varas to the South line of the gin lot. The road is 60 feet wide, 30 feet on each side, of the center line above given, and will contain 1/3 of an acre. The second section of this road, starts, at the S. W. corner of my 60 acre tract, and the S E corner of the Albert Randermann tract. Thence with my West line North 30 feet to corner. Thence N. 89 1/2 E. 333.4 varas to corner, 60 feet from my East line; Thence North, running 60 feet from said East line and parallel with same, to corner at Henry Randermann corner; rather 60 feet West of said Henry Randermanns, corner; Thence East 60 feet to said Henry Randermanns, S. W. corner; Thence with my East line South to my S E corner, this is also corner of the Plehn tract; Thence with my South line West 355 varas to the beginning corner, Containing an area of 1.8 of an acre of land, more or less. If at any time, this road should be discontinued, or abandoned for road purposes; then, this land is to revert to me, or those holding under me. It is agreed that the road shall remain flat in the Gin Lot, that is, no dump shall be constructed in said Gin Lot.

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 his successors in said office and assigns forever, and I do hereby bind my self and my 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, 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 my hand at Brenham, Texas, this the 16th day of April, 1930.

Chas. Randermann.

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 Chas. Randermann, 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 16 day of June, A. D. 1930.

C. B. Thompson, Co. Clerk, in and for Washington County, Texas.
By A. T. Rutz, Deputy.

(Seal)

PARCEL E

90
155

WITNESS our hands this the 1 day of March, A. D. 1926.

Witnesses: W. J. Burnes.
Willie Wiess

Wm. Pohlmeier.
Mrs. W. Pohlmeier.

Filed for record at 2 o'clock P. M. April 23, 1928. C. B. Thompson, CCWC.

Recorded at 2:35 o'clock P. M. May 5, 1928.

By *C. B. Thompson* Deputy.

DEED: HENRY WEGHORST TO WASHINGTON CO.

THE STATE OF TEXAS)

COUNTY OF WASHINGTON)

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from Meyer & Bothe Gin to Hindmann Tract, known as the Makendell School; and, WHEREAS, it is desired by said county to construct said road through and upon certain land now owned by us and to include in said road or the right-of-way therefor that part of such land so owned by us viz: A strip of land 60 feet wide across our home place known as Willie Roberts place of 116 acres said strip of land surveyed by W. B. Francis and W. J. Burnes for road. WHEREAS, it is thought by us that the construction of said road upon that part of our land herein above described would increase the value of our property; therefore, KNOW ALL MEN BY THESE PRESENTS: That We Hy Weghorst and Wife Louise Weghorst of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of our property by the construction of said road, and for the further consideration of the sum of \$1.00 to me in hand paid by said county, the receipt of which is hereby acknowledged; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto Washington County, Texas, all of the land hereinabove described. TO HAVE and TO HOLD the above described land, together with all and singular, the rights and appurtenances thereto in any wise belonging unto said Washington County, Texas, forever. It is expressly agreed and understood, however, that should said road not be constructed over and upon the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to us or our heirs or assigns.

WITNESS OUR HANDS THIS THE 1st DAY OF March, A. D. 1926.

Witness: W. J. Burnes.
Willie Wiess.

Hy. Weghorst.
Louise Weghorst.

Filed for record at 2 o'clock P. M. April 23, 1928.

C. B. Thompson, CCWC.

Recorded at 3:00 o'clock P. M. May 5, 1928.

By *C. B. Thompson* Deputy.

MINERAL DEED: FRED MEYER TO T. O. MOORE.

THE STATE OF TEXAS)

COUNTY OF WASHINGTON)

Know All Men By These Presents: That for and in consideration of Ten and no/100 Dollars (\$10.00) cash in hand paid, receipt whereof is hereby acknowledged, I, Fred Meyer, Grantor of Washington County, Texas, have and by these presents do grant, bar, sell, convey, set over and assign and deliver unto T. O. Moore Grantee, one-sixteenth of all of the oil, gas and other minerals, in, on and under the following described lands situated in Washington County, Texas, to-wit: On the waters of the Yegua and is apart of the J. C. Perry Square Lease, and a part of Survey No. 4 conveyed to Henry Hodde by H. H. Bailey by deed dated January 2nd, 1879, and a part of another survey by deed dated Oct. 15th, all in timber, said survey now being conveyed contains rates and bounds as follows, viz: Beginning at a stone corner on the S. E. boundary of Hall Graves survey, a post oak bears N 45 W. 7 varas another bears N 73 E 14 varas marked H. Thence S 45 E. with Stephens boundary 214 varas to a stone corner from which a post oak bears N 87 E. 4 varas marked X. Another bears N 45 W. 10-1/4 varas marked X. Thence N 45 E. 288 varas to a post corner in the N.E. boundary of the 25-1/3 acres survey a post oak bears E. 31 E 1-1/2 varas marked X another bears S 2-1/2 E 9 varas. Thence N 45 W 314 varas to a post corner in Hall Graves boundary an Ash bears S

THE STATE OF TEXAS,

County of Washington

Know all Men by these Presents: THAT

J. W. Robertson joined herein by my wife Annie F. Robertson

of the County of Washington in the State aforesaid, for and in consideration

of the sum of Three Thousand Five Hundred (\$3500⁰⁰) Dollars,

to us paid and secured to be paid by Henry Meghorst, as follows: Five Hundred Dollars cash the receipt of which is hereby acknowledged & balance to be paid as follows: \$900 to be paid Jan'y 1, 1875; \$700 to be paid Jan'y 1, 1876; \$700 to be paid Jan'y 1, 1877; \$400 to be paid Jan'y 1, 1878; \$200 to be paid Jan'y 1, 1879; which said debt of Henry Meghorst against J. W. Robertson has this day recited in a promissory note payable to J. W. Robertson or order in Brenham Texas All of said notes to bear interest at 8% per annum from Jan'y 1, 1874 until paid. Interest to be paid on all annually in default of the payments of said notes at maturity. Then all of said notes with accreted interest thereon to become due & payable at option of owner of same.

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said

Henry Meghorst of the County of Washington and State of Texas all that certain tract or parcels of land lying and being situated in Washington Texas and known as part of the W. A. Robertson homestead tracts a part of W. A. Bridge and Abner Keykendall leagues Beginning at a stake 43 1/2 rods from W. A. Shackstead N. E. cor of his 53 1/2 acres tract Thence E 125 2 rods the intersection of lot No 4 in Robertson partition Thence N 74 8 rods to the N. E. corner of said tract a stake from which a post oak mkd x brs S 27 1/2 rods Thence W 113 rods a stake from which a hickory mkd x brs S 57 1/2 rods Thence S 52 E 59 2 rods a rock near fence Thence South 127 1/2 rods Thence S 70 W 37 1/2 rods a stake for corner from which an ash mkd x brs S 34 1/2 E 7 1/2 rods Thence South 43 1/2 rods the beginning containing an area of 116 1/2 acres same being the separate property of the said W. A. Robertson inherited by him from his father W. A. Robertson dec'd

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

Henry Meghorst his heirs and assigns forever; and we Henry Meghorst his heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said

Henry Meghorst his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon, are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute. Witness our hand at Brenham this 7 day of Dec A. D. 1893

Witnesses of the Request of Grantor:

W. A. Robertson
Annie F. Robertson

THE STATE OF TEXAS,

County of Washington

Before me, Thos. B. Botte a Notary Public

in and for Washington County, Texas, on this day personally appeared W. A. Robertson 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 purpose and consideration therein expressed. Given under my hand and seal of office, this 19 day of December A. D. 1893 Thos. B. Botte

THE STATE OF TEXAS,

County of Washington

Before me, Thos. B. Botte a Notary Public

in and for Washington County, Texas, on this day personally appeared Mrs. Annie F. Robertson

wife of W. A. Robertson 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 duly explained to her, she, the said Annie F. Robertson acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this 19 day of December A. D. 1893 Thos. B. Botte

Filed for Record the 2 day of Jan'y 1894, at 2 o'clock P. M., and Recorded the 23 day of Feb'y 1894, at 2 o'clock P. M. By R. W. Bluffmann Deputy. O. A. Seward Clerk County Court Washington County, Texas.

(H)

REF 97473
ITEM Seed
TO _____
FROM _____
DATE 5-12-1896



Tr. 9

THE STATE OF TEXAS

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS, that WILLIE ADDICKS: and LONIE ADDICKS a/k/a Lonie W. Addicks, by her Attorney's-in-Fact, Wilburn Addicks and Delphine Addicks, whose mailing address is Route 2, Box 436, Brenham, Texas 77833 (referred to herein as "Lessor"), have entered into an Oil, Gas & Mineral Lease (referred to herein as "Lease"), with UNION PACIFIC RESOURCES COMPANY, whose mailing address is P. O. Box 7, Fort Worth, Texas 76101 (referred to herein as "Lessee"), with an effective date of November 16, 1993, covering and affecting mineral interest owned by Lessor in and under the following described land in Washington County, Texas:

•••
•••
•
•••

94.75 acres, more or less, out of the Wm. Bridge League, A-17 and the A. Kuykendall 1/2 League, A-70, Washington County, Texas, as described in a Deed from Adolph Graeber and wife, Minnie Graeber unto Willie Addicks, dated July 16, 1945, recorded in Volume 142, Page 147, Deed Records Washington County, Texas, (referred to herein as the "Leased Premises").

THE LEASE provides for a primary term of three (3) years (with an option to extend for two (2) 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, subject to all the 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.

Willie Addicks
WILLIE ADDICKS
SS# [REDACTED]

LONIE ADDICKS a/k/a Lonie W. Addicks
SS# [REDACTED]

Wilburn Addicks
By: Wilburn Addicks
Attorney-in-Fact

Delphine Addicks
By: Delphine Addicks,
Attorney-in-Fact

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF WASHINGTON

THIS INSTRUMENT was acknowledged before me on this the 12 day of November, 1993, by, WILLIE ADDICKS.

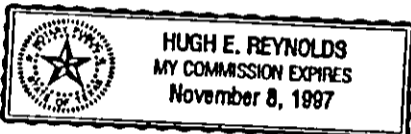


Hugh E. Reynolds
Notary Public State of Texas

STATE OF TEXAS

COUNTY OF WASHINGTON

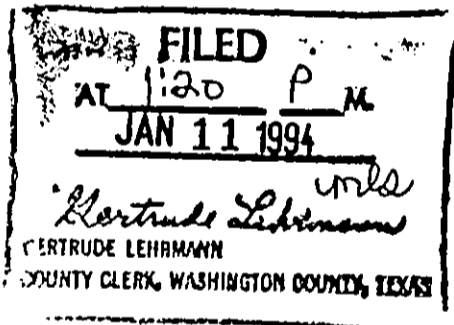
THIS INSTRUMENT was acknowledged before me this 22nd day of November, 1993, by Wilburn Addicks and Delphine Addicks, Attorney's-in-Fact for Lonie Addicks a/k/a Lonie W. Addicks.



Hugh E. Reynolds
Notary Public State of 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 19 1994
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

MF 97473
ITEM Memo of 006 Lease
TO _____
FROM _____
DATE 11-16-97

3
2
1

Tr. 7

MEMORANDUM OIL, GAS AND MINERAL LEASE

146

STATE OF TEXAS)
COUNTY OF WASHINGTON)

KNOW ALL MEN BY THESE PRESENTS, that Lillie Sommer, a widow, whose address is Route 2, Box 433, 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 15, 1993, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas.

30.202 acres, more or less, being a portion of the William Bridge League, A-17, Washington County, Texas, being the same land described in a deed dated October 14, 1960, from Ben Schroeder and wife, Hilda Schroeder to Wilburn Sommer and wife, Lillie Sommer, recorded in Volume 230, Page 598, of the Deed Records of Washington County, Texas.

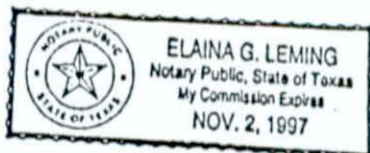
The lease provides for a primary term of three years (with an option to extend for two additional years) from and after the effective date thereof and as long thereafter as a mineral or minerals (as defined in the Lease) is produced in paying quantities from the leased premises or lands pooled therewith 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.

Lillie Sommer
LILLIE SOMMER
SS/

STATE OF TEXAS)
COUNTY OF Washington)

This instrument was acknowledged before me on the 29th day of November, 1993 by LILLIE SOMMER.



Elaina G. Leming
Notary Public, State of Texas
Notary's name printed:
Elaina G. Leming
Notary's commission expires:
November 2, 1997

FILED
AT 1:20 P.M.
JAN 11 1994
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 19 1994
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

13

97473

REF _____
ITEM Memo of D+6 case
TO _____
FROM _____
DATE 11-29-93

7.87



Tr. 3

MEMORANDUM OF OIL, GAS & MINERAL LEASE

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

940

KNOW ALL MEN BY THESE PRESENTS, that WILLIE DIERKING, JR. and wife, PEARLIE MAE DIERKING, whose address is Route 1, Box 276; Brenham, Texas 77833, (referred to herein as "Lessor"), have entered into an Oil, Gas & 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 22, 1993, covering and affecting mineral interest owned by Lessor in and under the following described land in Washington County, Texas.

103.929 acres of land, more or less, out of the WILLIAM BRIDGE SURVEY, A-17, Washington County, Texas, and being the same land described as 108.929 acres, more or less, in that certain Warranty Deed dated December 27, 1965, from William Dierking and wife, Selma Dierking, to Willie Dierking, Jr. and wife, Pearlmae Dierking, and recorded in Volume 263, Page 52, of the Deed Records, Washington County, Texas,
SAVE AND EXCEPT: 5.000 acres of land, more or less, and being the same land described in that certain Warranty Deed dated July 15, 1978, from Willie Dierking, Jr. and wife, Pearlmae Dierking, to Elroy Schroeder and wife, Nelda Schroeder, and recorded in Volume 367, Page 685, of the Deed Records, Washington County, Texas, (referred to herein as the "Leased Premises").

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.

Willie Dierking, Jr.

WILLIE DIERKING, JR.
S.S.#: [REDACTED]

Pearlmae Dierking

PEARLIE MAE DIERKING
S.S.#: [REDACTED]

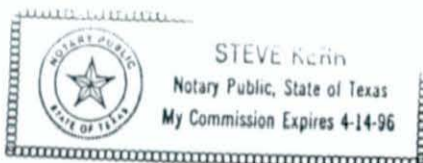
ACKNOWLEDGMENTS

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

This instrument was acknowledged before me on December 23rd, 1993, by Willie Dierking, Jr. and wife, Pearlmae Dierking.

Steve Keen

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

FEB 16 1994
Gertrude Lehmann

Gertrude Lehmann, County Clerk
Washington County, Texas



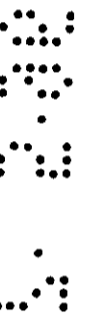
FILED
AT 9:00 A.M.
FEB - 8 1994

Gertrude Lehmann

Gertrude Lehmann
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

14.

MF 97473
ITEM Memo of Job Loss
TO _____
FROM _____
DATE 12-23-93



Tr. 4

MEMORANDUM OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS, that WALTER J. WARE AND WIFE, MARJORIE WARE whose address is 18307 Kitzman, Cypress, Texas 77429 (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 February 1, 1994, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas.

196.106 acres of land, more or less, out of the WILLIAM BRIDGE LEAGUE, A-17, Washington County, Texas and being the same land described in two tracts in a deed from Richard H. Skinner and wife, Gloria H. Skinner to Walter J. Ware and wife, Marjorie Ware, dated December 18, 1993 and recorded in Volume 719, Page 364 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.

Walter J. Ware
WALTER J. WARE
SS# [REDACTED]

Marjorie Ware
MARJORIE WARE
SS# [REDACTED]

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 12th day of April, 1994 by WALTER J. WARE AND MARJORIE WARE.

Marjorie Malau
Notary Public, State of Texas



FILED
AT 12:40 P.M.
MAY 20 1994
Gertrude Lehmann
GERTRUDE LEHMANN
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
JUN 01 1994
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas



5.
MF 97473
ITEM MEMO of 26 Lines
TO _____
FROM _____
DATE 4-12-74

3
2
1

Tr. 2

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF WASHINGTON §

8739

KNOW ALL MEN BY THESE PRESENTS, that **ELROY SCHROEDER** and wife, **NELDA SCHROEDER**, whose address is Route 2, Box 440, Brenham, Texas 77833 (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 11, 1994, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas:

5.000 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 15, 1978 from Willie Dierking, Jr. and wife, Pearlle Mae Dierking to Elroy Schroeder and wife, Nelda Schroeder, recorded in Volume 367, Page 685 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.

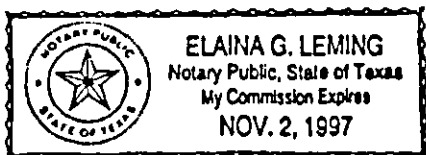
Elroy Schroeder
ELROY SCHROEDER
SS# [REDACTED]

Nelda Schroeder
NELDA SCHROEDER
SS# [REDACTED]

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 11th day of October, 1994, by **ELROY SCHROEDER** and **NELDA SCHROEDER**.



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

16.

N.F. 97473
ITEM MEMO of O+6 Leave
TO _____
FROM _____
DATE 10-11-94



Tr. 1

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF WASHINGTON §

KNOW ALL MEN BY THESE PRESENTS, that **CHARLES EDWARD COX** and wife, **RUTHIE MAE COX**, whose address is 3614 Daphne Street, Houston, Texas 77021 (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 14, 1994, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas:

28.885 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 December 14, 1979 from Marcus J. Lockard and wife, Sue Ann Lockard to Charles Edward Cox and wife, Ruthie Mae Cox, recorded in Volume 386, Page 380 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.

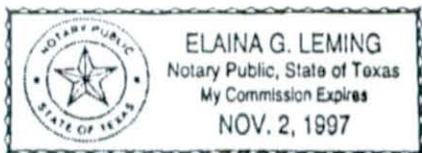
Charles Edward Cox
CHARLES EDWARD COX
SS# [REDACTED]

Ruthie Mae Cox
RUTHIE MAE COX
SS# [REDACTED]

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 12th day of December, 1994, by **CHARLES EDWARD COX** and wife, **RUTHIE MAE COX**.



Elaina G. Leming
Notary Public, State of Texas
Notary's Name Printed:
Elaina G. Leming
Notary's Commission Expires:
November 2, 1997

17.

97473

REF _____
ITEM Memo of 8+62 Lines
TO _____
FROM _____
DATE 12/12/94



Tr. 5

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS }
COUNTY OF WASHINGTON }

9407

KNOW ALL MEN BY THESE PRESENTS, that **CECIL DUDLEY SPARKMAN, JR.** and wife, **BARBARA ANN SPARKMAN**, whose address is 6822 Randermann Road, Brenham, Texas 77833 (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 6, 1995, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas:

6.002 acres of land, more or less, out of the **WILLIAM BRIDGE SURVEY, A-17**, Washington County, Texas, being the same land more fully described in the following two (2) tracts, to-wit:

FIRST TRACT: 5.577 acres of land, more or less, being the same land described as "Tract Two" in that certain Deed dated March 11, 1983 from Travis W. Walker and wife, Martha M. Walker to Richard H. Skinner and wife, Gloria H. Skinner, recorded in Volume 447, Page 538 of the Deed Records of Washington County, Texas; and

SECOND TRACT: 0.425 acres of land, more or less, being the same land described as "Tract Two" in that certain Deed dated July 29, 1983 from Hilda Randermann, et al to Richard H. Skinner and wife, Gloria H. Skinner, recorded in Volume 455, Page 251 of the Deed Records of Washington County, Texas. (Referred to herein as "Leased Premises".)

The lease provides for a primary term of three (3) 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.

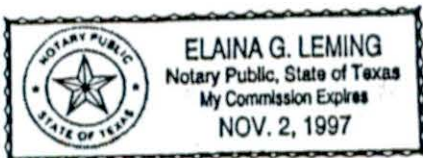
Cecil Dudley Sparkman Jr.
CECIL DUDLEY SPARKMAN, JR.
SS# [REDACTED]

Barbara Ann Sparkman
BARBARA ANN SPARKMAN
SS# [REDACTED]

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF WASHINGTON }

This instrument was acknowledged before me on the 6th day of October, 1995, by **CECIL DUDLEY SPARKMAN, JR.** and wife, **BARBARA ANN SPARKMAN.**



[Signature]
Notary Public, State of Texas

18.

MF 97473
ITEM Memo of OSG Level
TO _____
FROM _____
DATE 10/10/95



Tr. 5

RECEIPT FOR BONUS AND LEASE RATIFICATION

STATE OF TEXAS §
COUNTY OF WASHINGTON §

THAT WHEREAS, the undersigned are the owners of a non-executive mineral interest under the following described property in Washington County, Texas, to-wit:

5.577 acres of land, more or less, out of the WILLIAM BRIDGE SURVEY, A-17, Washington County, Texas, being the same land described as "Tract Two" in that certain Deed dated March 11, 1983 from Travis W. Walker and wife, Martha M. Walker to Richard H. Skinner and wife, Gloria H. Skinner, recorded in Volume 447, Page 538 of the Deed Records of Washington County, Texas.

WHEREAS, UNION PACIFIC RESOURCES COMPANY, as Lessee, has acquired an Oil, Gas and Mineral Lease dated October 6, 1995 from CECIL DUDLEY SPARKMAN, JR. and wife, BARBARA ANN SPARKMAN, covering the executive leasing rights to the oil, gas and minerals in, on and under the above described property; and

WHEREAS, the undersigned are entitled to receive their proportionate share of the bonus and rentals to be paid under the terms of said lease and wishes by their execution hereof to acknowledge receipt of said bonus and pre-paid annual delay rentals under the terms of said Lease and to further ratify and confirm said lease;

NOW, THEREFORE, we MARTHA M. WALKER, a Widow, and the LINDA JANE WALKER TRUST, by SARAH BARNETT, MILDRED McPHERSON, and MARTHA M. WALKER, Trustees, do hereby acknowledge the receipt of UNION PACIFIC RESOURCES COMPANY Draft No. 151355 in the amount of \$ 174.29 payable to MARTHA M. WALKER, and Draft No. 151356 in the amount of \$ 174.29 payable to the LINDA JANE WALKER TRUST, as full bonus consideration and pre-paid rentals covering all our undivided non-executive mineral interest in the above described property and for the same consideration, the undersigned do hereby adopt, ratify and confirm said Lease and all of its terms and provisions as fully as if the undersigned had signed the same and do by these presents grant, demise, lease and let the above described property unto UNION PACIFIC RESOURCES COMPANY subject to the terms and provisions of said lease and do hereby declare and acknowledge that the same is a valid and subsisting Oil, Gas and Mineral Lease and is binding on us.

IN WITNESS WHEREOF, this instrument is executed this 11 day of November, 1995.

LINDA JANE WALKER TRUST
TRUST I. D.#

Handwritten signature of Martha M. Walker
MARTHA M. WALKER
SS#

BY: Handwritten signature of Sarah Barnett
SARAH BARNETT, TRUSTEE

LINDA JANE WALKER TRUST

LINDA JANE WALKER TRUST

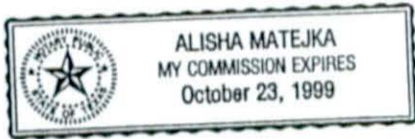
BY: Handwritten signature of Mildred McPherson
MILDRED McPHERSON, TRUSTEE

BY: Handwritten signature of Martha M. Walker
MARTHA M. WALKER, TRUSTEE

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF CHEROKEE §

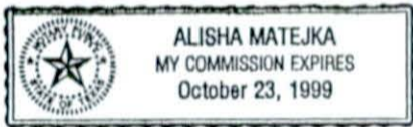
This instrument was acknowledged before me on the 11 day of November, 1995, by **MARTHA M. WALKER**.



Alisha Matejka
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CHEROKEE §

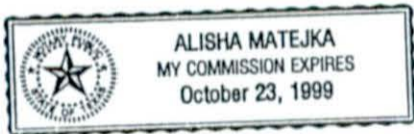
This instrument was acknowledged before me on the 11 day of November, 1995, by **SARAH BARNETT, TRUSTEE** of the **LINDA JANE WALKER TRUST**, in the capacity herein stated.



Alisha Matejka
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CHEROKEE §

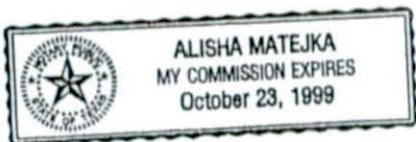
This instrument was acknowledged before me on the 11 day of November, 1995, by **MILDRED McPHERSON, TRUSTEE** of the **LINDA JANE WALKER TRUST**, in the capacity herein stated.



Alisha Matejka
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF CHEROKEE §

This instrument was acknowledged before me on the 11 day of November, 1995, by **MARTHA M. WALKER, TRUSTEE** of the **LINDA JANE WALKER TRUST**, in the capacity herein stated.



Alisha Matejka
Notary Public, State of Texas

19.

MF 97473
ITEM Memo of D & G. bonds
TO _____
FROM _____
DATE 11-11-95



MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS)
COUNTY OF WASHINGTON)

KNOW ALL MEN BY THESE PRESENTS, that HILDA SCHROEDER, a widow, whose address is Route 2, Box 435, 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 16, 1993, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas.

29.798 acres of land, more or less, being a portion of the WILLIAM BRIDGE LEAGUE, A-17, Washington County, Texas, and being all that certain tract described as 60.0 acres, more or less, in a deed dated November 19, 1951, from William Hoefelmeyer, et al to Ben Schroeder and wife, Hilda Schroeder, recorded in Volume 184, Page 58 of the Deed Records of Washington County, Texas. LESS AND EXCEPT: 30.202 acres, more or less, being the same land described in that certain deed dated October 14, 1960 from Ben Schroeder and wife, Hilda Schroeder to Wilburn Sommer and wife, Lillie Sommer, recorded in Volume 230, Page 598 of the 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.

Hilda Schroeder

HILDA SCHROEDER
SSI [REDACTED]

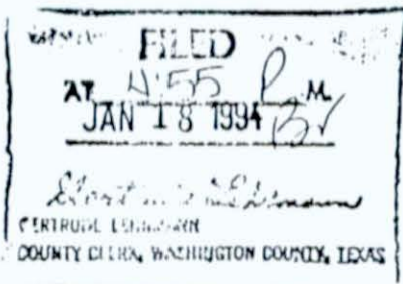
STATE OF TEXAS)
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on the 19th day of January 1994 by HILDA SCHROEDER.

Ricki Skelton

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 26 1994
Gertrude Lehrmann, County Clerk
Washington County, Texas

20.

MF 97473
ITEM Memo of O+6 level
TO _____
FROM _____
DATE 1-13-94

6111



Tr. 11

AMENDMENT TO OIL, GAS AND MINERAL LEASE
TO EXTEND PRIMARY TERM

STATE OF TEXAS §
COUNTY OF WASHINGTON § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **RAY H. MARR**, a single man, whose mailing address is 325 North St. Paul Street, Suite 2801, Dallas, Texas 75201, is Lessor, in that certain Oil, Gas and Mineral Lease dated March 23, 1995, executed in favor of **UNION PACIFIC RESOURCES COMPANY**, as Lessee, a Memorandum of which is recorded at Volume 781, Page 713, of the Official Records of Washington County, Texas, covering the following described land in said County and State, to-wit:

•••••
••••• 118.085 acres of land, more or less, out of the **WILLIAM BRIDGE SURVEY, A-17**, and the
••••• **ABNER KUYKENDALL SURVEY, A-70**, Washington County, Texas, being the same land more
••••• fully described in the following two (2) tracts, to-wit:

••••• TRACT ONE: 93.131 acres of land, more or less, being the same land described in that certain
••••• Contract of Sale and Purchase dated August 12, 1954 from the Veterans' Land Board of Texas to
••••• Robert E. Moore, recorded in Volume 201, Page 153 of the Deed Records of Washington County,
••••• Texas.

TRACT TWO: 24.954 acres of land, more or less, being the same land described in that certain
Contract of Sale and Purchase dated August 12, 1954 from the Veterans' Land Board of Texas to
Clarence F. Quinn, recorded in Volume 201, Page 166 of the Deed Records of Washington County,
Texas. (Referred to herein as "Leased Premises".)

WHEREAS, the above described Oil, Gas and Mineral Lease and all or a portion of the rights thereunder are now owned by **UNION PACIFIC RESOURCES COMPANY**, whose mailing address is P. O. Box 7, Fort Worth, Texas 76101 (hereinafter referred to as "Lessee"); and,

WHEREAS, the Lessor and Lessee have agreed to amend the primary term of said Lease as provided in Paragraph 2 thereof,

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, cash in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties do hereby amend the above described Oil, Gas and Mineral Lease by substituting the phrase "two (2) years from March 23, 1995" wherever the phrase "one (1) year from March 23, 1995" now appears in Paragraph 2 of the Lease. The Lease shall hereafter be treated for all purposes just as if it had originally provided for a primary term of two (2) years from March 23, 1995.

In the event of conflict between the above amended provision and any other provision contained in said Lease, said above amended provision shall prevail to the extent of such conflict; in all respects, the Lease as herein amended and prior amendments, if any, shall remain in full force and effect and the undersigned hereby adopts, ratifies, and confirms said Lease, as amended, in its entirety.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective legatee, devisees, personal representatives, successors and assigns.

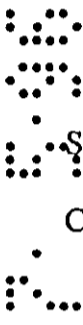
This Amendment is hereby accepted by Lessee upon Lessee's duly recording this instrument in the Official Records of Washington County, Texas.

IN WITNESS WHEREOF, this Amendment to Oil, Gas and Mineral Lease To Extend Primary Term is executed this 14th day of March, 1996, but effective for all purposes as of the date of the above mentioned Oil, Gas and Mineral Lease.

Ray H. Marr

RAY H. MARR
SS# [REDACTED]

ACKNOWLEDGMENT



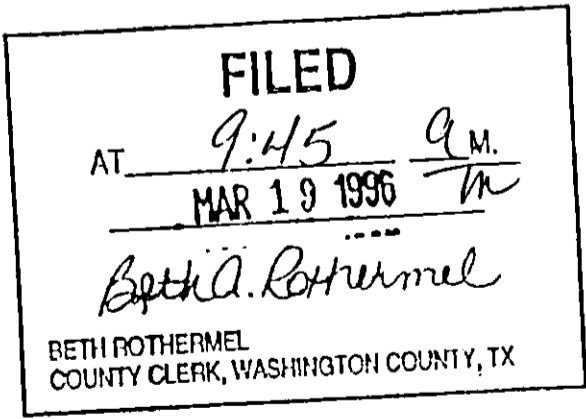
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14th day of March, 1996, by RAY H. MARR.



Linda McNeely

Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF WASHINGTON

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

MAR 20 1996



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

(21)

MF 97473
ITEM Amendment 0+6.
TO _____
FROM _____
DATE 3-14-96



Tr. 11

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

4177

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

KNOW ALL MEN BY THESE PRESENTS, that **ELLEN M. THORN**, a Widow, whose address is 5520 Cranbrook Road, Houston, Texas 77056 (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 May 5, 1995, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas:

118.085 acres of land, more or less, out of the **WILLIAM BRIDGE SURVEY, A-17**, and the **AEMER KUYKENDALL SURVEY, A-70**, Washington County, Texas, being the same land more fully described in the following two (2) tracts, to-wit:

TRACT ONE: 93.131 acres of land, more or less, being the same land described in that certain Contract of Sale and Purchase dated August 12, 1954 from the Veterans' Land Board of Texas to Robert E. Moore, recorded in Volume 201, Page 153 of the Deed Records of Washington County, Texas.

TRACT TWO: 24.954 acres of land, more or less, being the same land described in that certain Contract of Sale and Purchase dated August 12, 1954 from the Veterans' Land Board of Texas to Clarence F. Quinn, recorded in Volume 201, Page 166 of the Deed Records of Washington County, Texas. (Referred to herein as "Leased Premises".)

The lease provides for a primary term of three (3) 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.

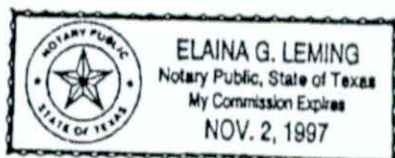
IN WITNESS WHEREOF, this instrument is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties named herein as Lessor.

Ellen M. Thorn
ELLEN M. THORN
SS# [REDACTED]

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of May, 1995, by **ELLEN M. THORN**.



Elaina G. Leming
Notary Public, State of Texas
Notary's Name Printed:
Elaina G. Leming
Notary's Commission Expires:
November 2, 1997

FILED
 AT 4:00 P.M.
MAY 30 1995 80
Beth A. Rothermel
 BETH ROTHERMEL
 COUNTY CLERK, WASHINGTON COUNTY, TX

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 31 1995



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

557

9.000pa Hollis

(22)

REF 97473
ITEM Memo of 0+6.
TO _____
FROM _____
DATE 5-5-95



Tr. 11

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
COUNTY OF WASHINGTON §

1912

KNOW ALL MEN BY THESE PRESENTS, that **Robert E. Moore** and wife, **Mary Ann Quinn Moore**, whose address is 8514 Dashwood, Houston, Texas 77036-4716 (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 April 21, 1994, covering and affecting mineral interest owned by Lessor in and under the following described lands in Washington County, Texas:

118.085 acres of land, more or less, out of the William Bridge Survey, A-17, and the Abner Kuykendall Survey, A-70, Washington County, Texas, being the same land more fully described in the following two (2) tracts, to-wit:

••••• **TRACT ONE:** 93.131 acres of land, more or less, being the same land described in that certain Contract of Sale and Purchase dated August 12, 1954 from the Veterans' Land Board of Texas to Robert E. Moore, recorded in Volume 201, Page 153 of the Deed Records of Washington County, Texas.

••••• **TRACT TWO:** 24.954 acres of land, more or less, being the same land described in that certain Contract of Sale and Purchase dated August 12, 1954 from the Veterans' Land Board of Texas to Clarence F. Quinn, recorded in Volume 201, Page 166 of the Deed Records of Washington County, Texas. (Referred to herein as "Leased Premises".)

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.

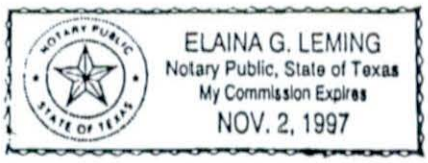
IN WITNESS WHEREOF, this instrument is executed effective the date first written above, and upon execution shall be binding upon the signatory whether or not the Lease has been executed by all parties named herein as Lessor.

Robert E. Moore
ROBERT E. MOORE
SS# [REDACTED]

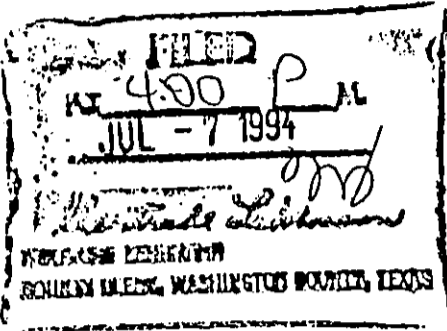
Mary Ann Quinn Moore
MARY ANN QUINN MOORE
SS# [REDACTED]

STATE OF TEXAS §
COUNTY OF Washington §

This instrument was acknowledged before me on the 23rd day of May, 1994, by ROBERT E. MOORE AND MARY ANN QUINN MOORE.



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



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

JUL 13 1994



Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas



9882

Hollis

23.

MF 97473
ITEM Memo of D+L Lease
TO _____
FROM _____
DATE 5-23-94



DO NOT DESTROY



MEMO
GLO-36-11-97

2641

Operator Union Pacific Resources Inc
Unit Name Bonnie Unit # 1
County Washington County, Tx.
Effective Date _____
Unitized for: Oil ___ Gas ___ Oil & Gas

1. M.F. No. 97493
Area County Roads Tr. _____
Sec. ___ Blk. ___ Survey _____
 $\frac{2583}{760} \times 25\% = .0849\%$
 $\frac{.003399}{.25} = .000849$

2. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ %

3. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ %

4. M.F. No. _____
Area _____ Tr. _____
Sec. ___ Blk. ___ Survey _____
_____ x _____ %

REMARKS:

167657

M.S. Law

10/11/97

Prepared by: E. Garcia

Date 04-06-98

DESIGNATION OF UNIT

BONNIE UNIT #1

STATE OF TEXAS

§

1727

§

COUNTY OF WASHINGTON

§

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being the owner of valid and subsisting oil, gas and mineral leases listed in Exhibit "A", attached hereto and made a part hereof, insofar as said oil, gas and mineral leases cover and affect the land and depths described on Exhibit "A", do, by virtue of the authority conferred by the terms of such oil, gas and mineral leases and all amendments and corrections thereto, hereby pool, consolidate, combine and unitize said oil, gas and mineral leases, the leasehold rights, overriding royalty and royalty interests therein and thereunder, for the purpose of drilling for, development and production of oil, gas and liquid hydrocarbons (including condensate, distillate and other liquids). The unit (hereinafter "Unit") shall be comprised of the land lying within the outline depicted on the Plat attached hereto as Exhibit "B" and shall include the leases, or portions thereof, and the interval (if any), as described on Exhibit "A".

If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair, or invalidate the Unit as to any interest properly pooled or unitized hereby or otherwise.

This Designation of Unit covers all production from the land and depths described on the attached Exhibits "A" and "B" which is produced from any well drilled to the unitized interval underlying the Unit area. Production from the Unit shall be allocated proportionately among all of the tracts within the Unit in the proportion which the number of surface acres in each of such tracts bears to the total number of surface acres in the Unit.

The undersigned reserves the right to amend this Designation of Unit from time to time, and at any time, in order to correct any error herein or to include in this Unit any newly acquired interests within the Unit boundaries or to enlarge or reduce the Unit area in accordance with the applicable rules and regulations of any governmental regulatory body or agency having jurisdiction insofar as such right is granted in the subject leases, by appropriate amendments or instruments.

By execution of this Designation of Unit, the undersigned does not exhaust its 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 it expressly reserves to itself, its 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 Unit may not be ratified or joined in by any party who is not named hereinbelow without the consent of the parties hereto.

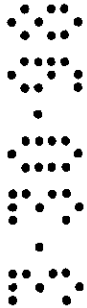
The Unit hereby created shall be effective as of the date of first production from the Unit, or from the date operations are commenced anywhere on the Unit, whichever occurs first, and shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the leases covering the 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.

IN WITNESS WHEREOF, this Designation of Unit is executed on this 13th day of March, 1998.

UNION PACIFIC RESOURCES COMPANY

JPS

By: *Carolyn J. David*
Its: Attorney-in-Fact



STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 13th day of MARCH, 1998, by Carolyn J. David, the Attorney-in-Fact of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of said corporation.



Stephanie M. Osborne
Notary Public in and for the State of Texas

My commission expires: 10/27/98

EXHIBIT "A"

Attached to and made a part of that certain Designation of Unit - Bonnie Unit #1 dated
March 13^m, 1998

Lease No.: TX1-60809
 Date: November 5, 1993
 Lessor: Charles Wade Lane and wife, Martha Marie Lane
 Lessee: Union Pacific Resources Company
 Recorded: Memorandum of Oil, Gas and Mineral Lease
 Volume 719, Page 733, Official Records of Washington County, Texas

Lease No.: TX1-63100
 Date: February 1, 1994
 Lessor: Walter J. Ware and wife, Marjorie Ware
 Lessee: Union Pacific Resources Company
 Recorded: Memorandum of Oil, Gas and Mineral Lease
 Volume 735, Page 801, Official Records of Washington County, Texas

Lease No.: TX1-72078
 Date: October 11, 1994
 Lessor: Elroy Schroeder and wife, Nelda Schroeder
 Lessee: Union Pacific Resources Company
 Recorded: Memorandum of Oil, Gas and Mineral Lease
 Volume 757, Page 567, Official Records of Washington County, Texas

Lease No.: TX1-71955
 Date: October 3, 1994
 Lessor: O. Theodore Dinkins, Jr., an unmarried man
 Lessee: Union Pacific Resources Company
 Recorded: Volume 754, Page 50, Official Records of Washington County, Texas

Lease No.: TX1-65025(1)
 Date: April 21, 1994
 Lessor: Robert E. Moore and wife, Mary Ann Quinn Moore
 Lessee: Union Pacific Resources Company
 Recorded: Memorandum of Oil, Gas and Mineral Lease
 Volume 741, Page 306, Official Records of Washington County, Texas
 Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-1".

Lease No.: TX1-65025(2)
 Date: March 23, 1995
 Lessor: Ray H. Marr, a single man
 Lessee: Union Pacific Resources Company
 Recorded: Memorandum of Oil, Gas and Mineral Lease
 Volume 781, Page 713, Official Records of Washington County, Texas
 Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-1".

Lease No.: TX1-65025(3)
 Date: May 5, 1995
 Lessor: Ellen M. Thorn, a widow
 Lessee: Union Pacific Resources Company
 Recorded: Memorandum of Oil, Gas and Mineral Lease
 Volume 784, Page 248, Official Records of Washington County, Texas
 Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-1".

Exhibit "A"
Page 2

Lease No.: TX1-65025(4)
Date: August 4, 1997
Lessor: Three G Investments, Ltd.
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 866, Page 575, Official Records of Washington County, Texas
Limitation: INsofar AND ONLY INsofar as said lease covers that certain tract of land described on the attached Exhibit "A-1".

Lease No.: TX1-78582
Date: October 6, 1995
Lessor: Cecil Dudley Sparkman, Jr. and wife, Barbara Ann Sparkman
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 806, Page 41, Official Records of Washington County, Texas

Lease No.: TX1-61256
Date: December 22, 1993
Lessor: Willie Dierking, Jr. and wife, Pearlie Mae Dierking
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 724, Page 53, Official Records of Washington County, Texas

Lease No.: TX1-60939
Date: November 16, 1993
Lessor: Willie Addicks and Lonie Addicks a/k/a Lonie W. Addicks, by her Attorneys-in-Fact, Wilburn Addicks and Delphine Addicks
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 720, Page 738, Official Records of Washington County, Texas

Lease No.: TX1-60995
Date: November 16, 1993
Lessor: Hilda Schroeder, a widow
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 721, Page 734, Official Records of Washington County, Texas

Lease No.: TX1-61000
Date: November 15, 1993
Lessor: Lillie Sommer, a widow
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 720, Page 755, Official Records of Washington County, Texas

Lease No.: TX1-72586
Date: October 14, 1994
Lessor: Charles Edward Cox and wife, Ruthie Mae Cox
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 772, Page 197, Official Records of Washington County, Texas

Exhibit "A"
Page 3

Lease No.: TX1-72030(7)
Date: October 6, 1994
Lessor: Joel E. Lovell and wife, Annie Marie Lovell a/k/a Anna Marie Lovell, Trustees of the Dale Moore and Joyce Moore Trust under the Will of Edward Fuelberg, Deceased
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 576, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

Lease No.: TX1-72030(1)
Date: October 6, 1994
Lessor: Joyce Moore, a married woman dealing in her sole and separate non-homestead property
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 578, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

Lease No.: TX1-72030(3)
Date: October 6, 1994
Lessor: Dale Moore
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 580, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

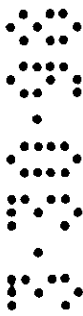
Lease No.: TX1-72030(2)
Date: October 6, 1994
Lessor: Joyce Moore, Custodian for Shane Scott Moore, under the Texas Uniform Gifts to Minors Act
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 582, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

Lease No.: TX1-72030(4)
Date: October 6, 1994
Lessor: Joyce Moore, Custodian for Kody Lee Moore, under the Texas Uniform Gifts to Minors Act
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 584, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

Exhibit "A"
Page 4

Lease No.: TX1-72030(6)
Date: October 6, 1994
Lessor: Joyce Moore, Custodian for Sara Loryn Moore, under the Texas Uniform Gifts to Minors Act
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 586, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

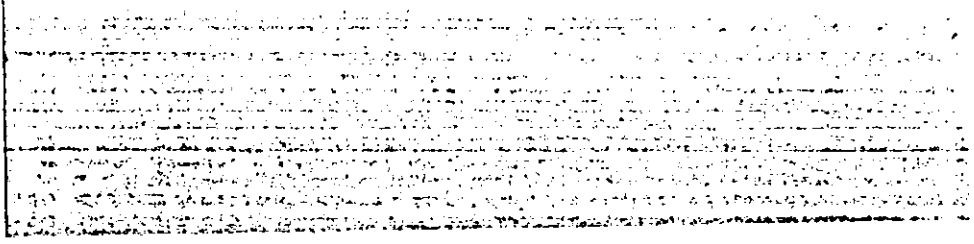
Lease No.: TX1-72030(5)
Date: October 6, 1994
Lessor: Elaine Moore Johnson, a married woman dealing in her sole and separate non-homestead property
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 757, Page 588, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".



Lease No.: TX1-72030(8)
Date: October 6, 1994
Lessor: James Russell Moore
Lessee: Union Pacific Resources Company
Recorded: Memorandum of Oil, Gas and Mineral Lease
Volume 786, Page 232, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers that certain tract of land described on the attached Exhibit "A-2".

Lease No.: TX2-82139
Date: August 6, 1996
Lessor: Commissioner of the General Land Office of the State of Texas
Lessee: Union Pacific Resources Company
Recorded: Volume 838, Page 458, Official Records of Washington County, Texas
Limitation: INSOFAR AND ONLY INSOFAR as said lease covers Parcel A, Parcel B and PARCEL C in the above referenced Oil and Gas Lease.

M 97473



FIELD NOTES FOR A 39.199 ACRE TRACT OF LAND

BEING a 39.199 acre tract of land situated in the William Bridge Survey, Abstract 17 and the A. Kuykendall Survey, Abstract 70, Washington County, Texas and being a part of that certain called 93.131 acre Ellen M. Thorn, et al tract as recorded in Volume 201, Page 153 of the Deed Records of Washington County, Texas, said 39.199 acre tract of land to be more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for the Southwest corner of the above referenced called 93.131 acre tract of land;

THENCE North 02° 07' 55" West, along the most Southerly West line of said called 93.131 acre tract, a distance of 120.58 feet to a 3/8" iron rod found for corner;

THENCE North 67° 42' 01" East, along the most Southerly Northwest line of said called 93.131 acre tract, a distance of 1783.08 feet to a point for an interior corner of said tract;

THENCE North 00° 50' 20" West, along the most Easterly West line of said called 93.131 acre tract, a distance of 324.96 feet to an interior corner of said tract;

THENCE North 54° 17' 20" West, along the most Easterly Southwest line of said called 93.131 acre tract, a distance of 1665.20 feet to a 1/2" iron rod found for corner;

THENCE North, along the most Northerly West line of said called 93.131 acre tract, a distance of 79.18 feet to a point for corner in the centerline of County Road 78;

THENCE along the North line of said called 93.131 acre tract and said centerline of said County Road the following courses and distances: South 43° 41' 28" East - 26.44 feet; South 66° 51' 23" East - 47.18 feet; South 87° 26' 49" East - 93.86 feet; North 87° 31' 29" East - 312.85 feet and North 87° 45' 03" East - 1110.92 feet to a point for corner;

THENCE South 05° 16' 04" West, over and across said called 93.131 acre tract, a distance of 2130.66 feet to a point for corner in the South line of said tract;

THENCE South 87° 42' 40" West, along said South line of said called 93.131 acre tract, a distance of 1672.15 feet back to the PLACE OF BEGINNING and containing 39.199 acres of land.

FIELD NOTES FOR A 28.581 ACRE TRACT OF LAND

BEING a 28.581 acre tract of land situated in the A. Kuykendall Survey, Abstract 70, Washington County, Texas and being a part of that certain called 313.76 acre Joel E. Lovell, et al tract as recorded in Volume 246, Page 218, of the Deed Records of Washington County, Texas, said 28.581 acre tract to be more particularly described by meets and bounds as follows:

BEGINNING at a point for the most Northerly Northeast corner of the above reference called 313.76 acre Lovell tract;

THENCE South 03 14' 37" East, along the most Northerly East line of said tract, a distance of 956.06 feet to a 1/2" iron rod found for corner;

THENCE South 89° 08' 56" East, a distance of 22.67 feet to a fence corner;

THENCE South 03° 02' 42" East, continuing along said most Northerly East line of said called 313.76 acre Lovell tract to a point for corner in Hardeman Branch;

THENCE North 48° 17' 48" West, over and across said called 313.76 acre Lovell tract, a distance of 2235.04 feet to a point in the North line of said tract;

THENCE North 86° 04' 22" East, along said North line of said called 313.76 acre Lovell tract, a distance of 1561.59 feet back to the PLACE OF BEGINNING and containing 28.581 acres of land.

Attached to and made a part of that certain Designation of Unit -
Bonnie Unit #1 dated March 13, 1998

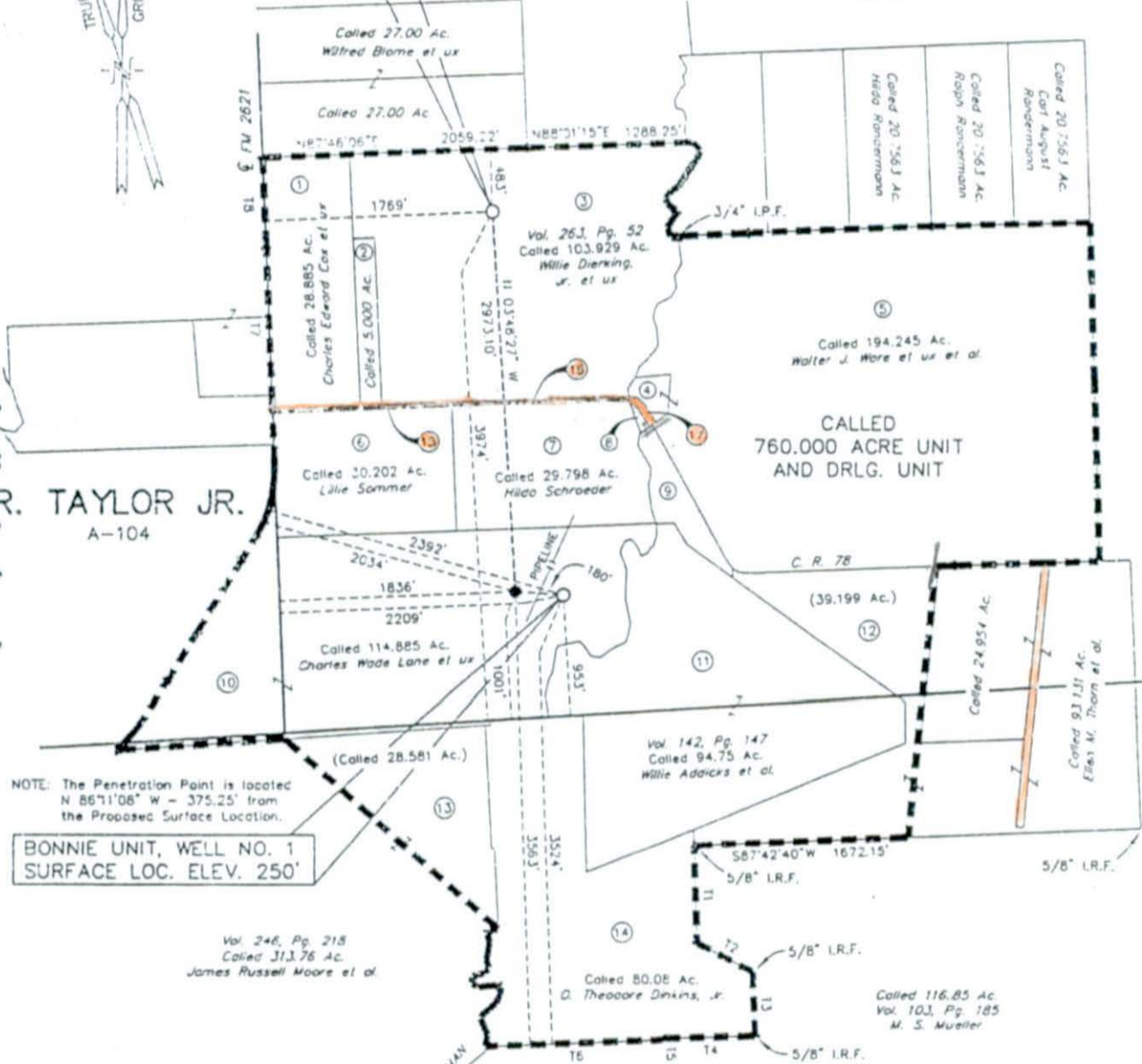
BEARINGS SHOWN ARE "GRID"



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

WILLIAM BRIDGE
A-17

A. D. HOUSTON
A-197



NOTE: The Penetration Point is located
N 86°11'08" W - 375.25' from
the Proposed Surface Location.

BONNIE UNIT, WELL NO. 1
SURFACE LOC. ELEV. 250'

NOTE: This is not a Boundary Survey.
Acreages shown hereon are based
upon record deed acreage only.
Bearing Base in Texas State Plane
South Central Zone N.A.D. 1983

1	28.885 ACRES	CHARLES EDWARD COX ET UX
2	5.000 ACRES	ELROY SCHROEDER ET UX
3	103.929 ACRES	WILLIE DIERKING, JR. ET UX
4	1.861 ACRES	WALTER J. WARE ET UX ET AL
5	194.245 ACRES	WALTER J. WARE ET UX ET AL
6	30.202 ACRES	LILLIE SOMMER
7	29.798 ACRES	HILDA SCHROEDER
8	0.425 ACRES	CECIL DUDLEY SPARKMAN, JR. ET UX
9	5.577 ACRES	CECIL DUDLEY SPARKMAN, JR. ET UX
10	114.885 ACRES	CHARLES WADE LANE ET UX
11	94.75 ACRES	WILLIE ADDICKS ET AL
12	39.199 ACRES	ELLEN M. THORN ET AL
13	28.551 ACRES	JAMES RUSSELL MOORE ET AL
14	80.08 ACRES	O. THEODORE DINKINS, JR.
15	1.25 ACRES	STATE OF TEXAS
16	1.00 ACRES	STATE OF TEXAS
17	0.333 ACRES	STATE OF TEXAS
760.000 TOTAL CALLED ACRES IN UNIT		

TANGENT	BEARING	LENGTH
T1	S 02°06'24" E	775.64'
T2	S 63°11'08" E	490.56'
T3	S 02°18'11" E	510.36'
T4	S 88°16'34" W	720.47'
T5	S 03°16'45" E	11.59'
T6	S 87°52'21" W	1385.46'
T7	N 02°32'14" W	1154.86'
T8	N 02°31'08" W	701.81'

SURFACE LOCATION
LATITUDE 30°15'26".20
LONGITUDE 96°19'22".83

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

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

I, Dennis H. Walker, 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 on the 17th day of July, 1998

By: Dennis H. Walker
Dennis H. Walker
Registered Professional Land Surveyor
State of Texas No. 2117



BOTTOM HOLE LOC. ST(00)
LATITUDE 30°15'55".93
LONGITUDE 96°19'28".57

Southeast 4.7 miles from Independence.
"INDEPENDENCE" Quadrangle



March 26, 1998

Paul Devorak
Commissioner of General Land Officer
State of Texas
1700 N. Congress avenue
Austin TX 78701-1495

Re: Designation of Unit
Bonnie Unit #1
Washington County, TX
State Lease M 97473 - Our Lease # TX2-82139

Dear Mr. Devorak:

Enclosed please find a copy of our Designation of Unit duly recorded in Washington County in Volume 886 Page 873. The Designation applies only to Parch a, Parcel B and Parcel C of the lease.

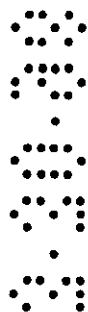
Sincerely,

A handwritten signature in blue ink that reads "Maureen Black".

Maureen Black
Land Analyst

cc: Suzanne Naylor
Janette Hodge
Well File

24. MF- 97473
Designation of unit
3-30-98



MF 097473
DIVISION ORDER
Unit 2641

CRAWFORD HUGHES OPERATING COMPANY
770 S POST OAK LANE, SUITE 520
HOUSTON, TX 77056-1938

**FOR YOUR
RECORDS**

06/15/2016



TEXAS COMPTROLLER OF PUBLIC ACCTS
GENERAL LAND OFFICE
AUSTIN, TX 78711-3528

Owner Number: GLOUNK
Type of Interest: R
Decimal Interest: 0.00084967

Property #: SE4005
Property Name: Bonnie Unit 1
Effective Date: 06/01/2016
Operator: Crawford Hughes Operating Co.
Legal Description: *API 477-30827*

Production CND: Y GAS: Y OIL: Y PRO: Y

THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF OIL OR GAS.

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above.

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests as set above. The payor shall pay all parties at the price agreed to by the operator for oil and gas to be sold pursuant to this division order. Purchaser shall compute quantity and make corrections for gravity and temperature and make deductions for impurities.

PAYMENTS: From the effective date, payments are to be made by checks of payor, its successors or assigns, based on this division of interest, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 will be accrued before disbursement until the total amount equals \$100 or more, or December 31 of each year, whichever occurs first. Owner agrees to refund payor any amounts attributable to an interest or part of an interest that owner does not own.

INDEMNITY: The owner agrees to indemnify and hold payor, its successors and assigns, and its agents, servants and employees harmless from all liability resulting from payments made to the owner in accordance with said division of interest, including but not limited to, attorney fees or judgments in connection with any suit that affects the owner's interest in which payor is made a party.

DISPUTES-WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the owner, written notice shall be given to payor by the owner together with a copy of the complaint or petition filed. In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute until the claim or dispute is settled.

TERMINATION: Termination of this agreement is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time. No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs. Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor. Any correspondence regarding this agreement shall be furnished to the addresses listed unless otherwise advised by either party.

DEFAULT: If a working interest owner is in default in the payment of its share of the lease expenses, operator of the above lease, may withhold payment of any monies due the undersigned until operator has recovered all monies it is due for lease expenses.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s):	Owner(s) Tax ID Number(s):	Daytime Phone:
_____	_____	_____
_____	_____	_____

Email Address: _____

Witness Signature: _____

Witness Signature: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 30.5% tax withholding and will not be refundable by Payor.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 30, 2016

Dylan Downing
Division Order Analyst
Crawford Hughes Operating Company
770 S Post Oak Lane, Suite 520
Houston, Texas 77056-1938

Re: State Lease No. MF097473 Bonnie Unit 1 (Unit 2641)

Dear Mr. Downing:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral filed.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

25

File No. MF097473

Division Order

Date Filed: 9/11/14

By George P. Bush, Commissioner *AA*