

2714
.98 UNIT ACRES
-0- NDH-UNIT AC.

STATE LEASE PAID-UP MF098477

CONTROL BASEFILE COUNTY

~~65-902394~~ 000 - WASHINGTON /239
56-029214

SURVEY : WASHINGTON COUNTY ROADS
BLOCK :
TOWNSHIP : 00
SECTION/TRACT:
PART :
ACRES : 0.98
DEPTH LIMITS : NO

Rentals: *mt.*

Lease
Admin: *DR.*

Mineral
Maps: *[Signature]*
26

LESSEE : UNION PACIFIC RESOURCES COMPANY
LEASE DATE : Aug 05 1997
PRIMARY TERM : 3 yrs
BONUS (\$) : 102.90
RENTAL (\$) : 0.00
ROYALTY : 0.16666600
VAR ROYALTY :



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



920128
MF 098477



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M-
8.5.97
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GENERAL LAND OFFICE

GARRY MAURO
COMMISSIONER

MEMORANDUM

Docket #

DATE: July 30, 1997

TO: Linda Fisher / School Land Board

From: Drew Reid / Minerals Leasing

RE: Applications To Lease Highway Right-of-Way

- A) Applicant - Chesapeake Operating, Inc.
Description - 13.93 ac. along St. Hwy. 72, situated
in the Victoriano Zepeda Sur., A-13 in Karnes Co.
Terms - \$75.00/Ac. Bonus, 3/16 Royalty, 18 Months, Paid-up
- B) Applicant - Chesapeake Operating, Inc.
Description - 3 ac. along St. Hwy. 72, situated
in the Stewart Perry Sur., A-657 in DeWitt Co.
Terms - \$100.00/Ac. Bonus, 1/5 Royalty, 1 year
- C) Applicant - Chesapeake Operating, Inc.
Description - 4.16 ac. along Hickory Bend Rd., situated
in the Elizabeth Gordon Sur., A-49 in Washington Co.
Terms - \$150.00/Ac. Bonus, 3/16 Royalty, 3 Years Paid-up
- D) Applicant - UPRC
Description - 1.326 ac. along Co. Rd. 353, situated
in the Jennett Bowing League, A-95 in Milam Co.
Terms - \$75.00/Ac. Bonus, 1/6 Royalty, 3 Years,
\$10.00 Rentals
- E) Applicant - UPRC
Description - 14.26 ac. along Co. Rd. 79, 79B and 79C,
situated in the Abner Kuykendall One-Half League, A-70
in Washington Co.
Terms - \$100.00/Ac. Bonus, 1/4 Royalty, 1 Year
- F) Applicant - UPRC
Description - 8.1 Ac. along Co. Rd. 30, situated in the
James Schrier League, A-98 in Washington Co.
Terms - \$105.00/Ac. Bonus, 1/6 Royalty, 3 Years Paid-up

M-98477

- G) Applicant - UPRC
Description - .98 Ac. along F.M. 332, situated in the James Schrier League, A-98 in Washington Co.
Terms - \$105.00/Ac. Bonus, 1/6 Royalty, 3 Years Paid-up
- H) Applicant - UPRC
Description - 2.9384 Ac. along Old St. Hwy. 63, situated in the R. Frost Seastrunk Sur., A-1058 in Jasper Co.
Terms - \$100.00/Ac. Bonus, 1/6 Royalty, 3 Years Paid-up
- I) Applicant - UPRC
Description - .87 Ac. along Co. Rd. 1948, situated in the James Cox Sur., A-36 in Washington Co.
Terms - \$55.00/Ac. Bonus, 1/4 Royalty, 1 Year
- J) Applicant - Vastar Resources, Inc.
Description - 5 Ac. along St. Hwy. 257, situated in the A.B.&M. Sur. #135, A-46 in Live Oak Co.
Terms - \$150.00/Ac. Bonus, 1/4 Royalty, 3 Years, \$25.00/Ac. Rentals
- K) Applicant - Sklar & Phillips Oil Co.
Description - 7.56 Ac. along St. Hwy. 84, situated in the Maria De Cantona Sur., A-7 in Freestone Co.
Terms - \$52.00/Ac. Bonus, 1/6 Royalty, 3 Years paid-up
- L) Applicant - American Exploration Co.
Description - 69.08 Ac. along St. Hwy. 111, situated in the Wm. Blundell Sur., A-557; the Lofton Vess Sur., A-483; the J. Dunn Sur., A-146 and the A.M. Clare Sur., A-109 in Lavaca Co.
Terms - \$200.00/AC. Bonus, 30% Royalty, 2 Years, \$50.00 Rentals
- M) Applicant - Scott Oils, Inc.
Description - 12.775 Ac. along St. Hwy. 111, situated in the John Leeds Sur., A-299 (Lavaca Co.) A-215 (Jackson Co.) and in the J. Footman Sur., A-731 (Lavaca Co.) A-111 (Jackson Co.) in Lavaca Co. and Jackson Co.
Terms - \$200.00/Ac. Bonus, 1/4 Royalty, 18 Months paid-up
- N) Applicant - Sandy Fork Exploration Co.
Description - 23.51 Ac. along St. Hwy. 377, situated in the Nancy Smith Sur., A-755 in Johnson Co.
Terms - \$50.00/Ac. Bonus, 1/8 Royalty, 3 Years Paid-up

- 0) Applicant - Rosewood Resources, Inc.
Description - 17.52 Ac. along St. Hwy. 32, situated in the
G. Cassillas Sur., A-112 in Walker Co.
Terms - \$100.00/Ac. Bonus, 1/5 Royalty, 3 Years Paid-up

These applications have been reviewed by the Minerals Leasing Division and approved by the Department of Transportation. These applications comply with Subchapter F, Chapter 32 of the Texas Natural Resources Code.

①

MF 98477

ITEM App to Bid

TO _____

FROM _____

DATE 7-30-97

The State of Texas



Austin, Texas

**PAID-UP
OIL AND GAS LEASE NO. M-98477
GENERAL LAND OFFICE
AUSTIN, TEXAS**

THIS AGREEMENT made and entered into by and between the Commissioner of the General Land Office of the State of Texas, whose address is Stephen F. Austin Building, 1700 North Congress, Austin, Texas, 78701, hereinafter called "Lessor", hereunto authorized by the School Land Board, pursuant to the provisions of Chapters 32 and 52 of the Natural Resources Code (hereinafter called N.R.C.), and amendments thereto, and all applicable rules promulgated by the School Land Board, and Union Pacific Resources Co., whose address is, 801 Cherry St., Fort Worth, Texas 76102 hereinafter called "Lessee".

1. Lessor, in consideration of One Hundred Two and 90/100 Dollars (\$102.90), 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:

.98 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 .98 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 5, 1997, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. ROYALTIES: As royalty Lessee covenants and agrees:

(a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its well, the equal one sixth (1/6) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such one sixth (1/6) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear none of the cost of treating oil to render it marketable pipe line oil;

(b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one sixth (1/6) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one sixth (1/6) of such gas and casinghead gas.

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

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

(e) If at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check of lessee, as royalty, the sum of \$25.00. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

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

Royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager, or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, the Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00, whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such

interest will begin accruing when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value. The State shall have first lien upon all oil and gas produced from the area covered by this lease to secure the payment of all unpaid royalty and other sums of money that may become due to the State hereunder.

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

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

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

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

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

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

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

8. NOTICE: In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations.

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

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

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

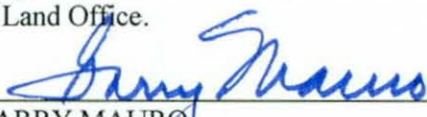
12. WELL INFORMATION: Lessee agrees to forthwith furnish Lessor, upon written request, with copies of all drilling logs, electrical logs, cores and core records and other information pertaining to all wells drilled by lessee either on the leased premises or acreage pooled therewith, when requested to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

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

14. COMPENSATORY ROYALTY: Lessee shall pay a compensatory royalty if this lease is not being held by production on the leased premises, by production from a pooled unit, or by payment of shut-in royalties in accordance with the terms of this lease, and if oil or gas is sold or delivered in paying quantities from a well located within 2500 feet of the leased premises and completed in a producible reservoir underlying the area leased hereunder or in any case in which drainage is occurring. Such compensatory royalty shall be paid at the royalty rate provided in this lease based on the value of production from the well as provided in the lease on which such well is located. The compensatory royalty shall be paid in the same proportion that the acreage of this lease has to the acreage of the proration unit surrounding the draining well plus the acreage of this lease. The compensatory royalty shall be paid monthly to the Commissioner of the General Land Office on or before the last day of the month after the month in which the oil or gas is sold and delivered from the well causing the drainage or from the well located within 2500 feet of the leased premises and completed in a producible reservoir under this lease. Notwithstanding anything herein to the contrary, compensatory royalty payable hereunder shall be no less than an amount equal to \$50.00, and shall maintain this lease in effect for so long as such payments are made as provided herein.

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

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



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

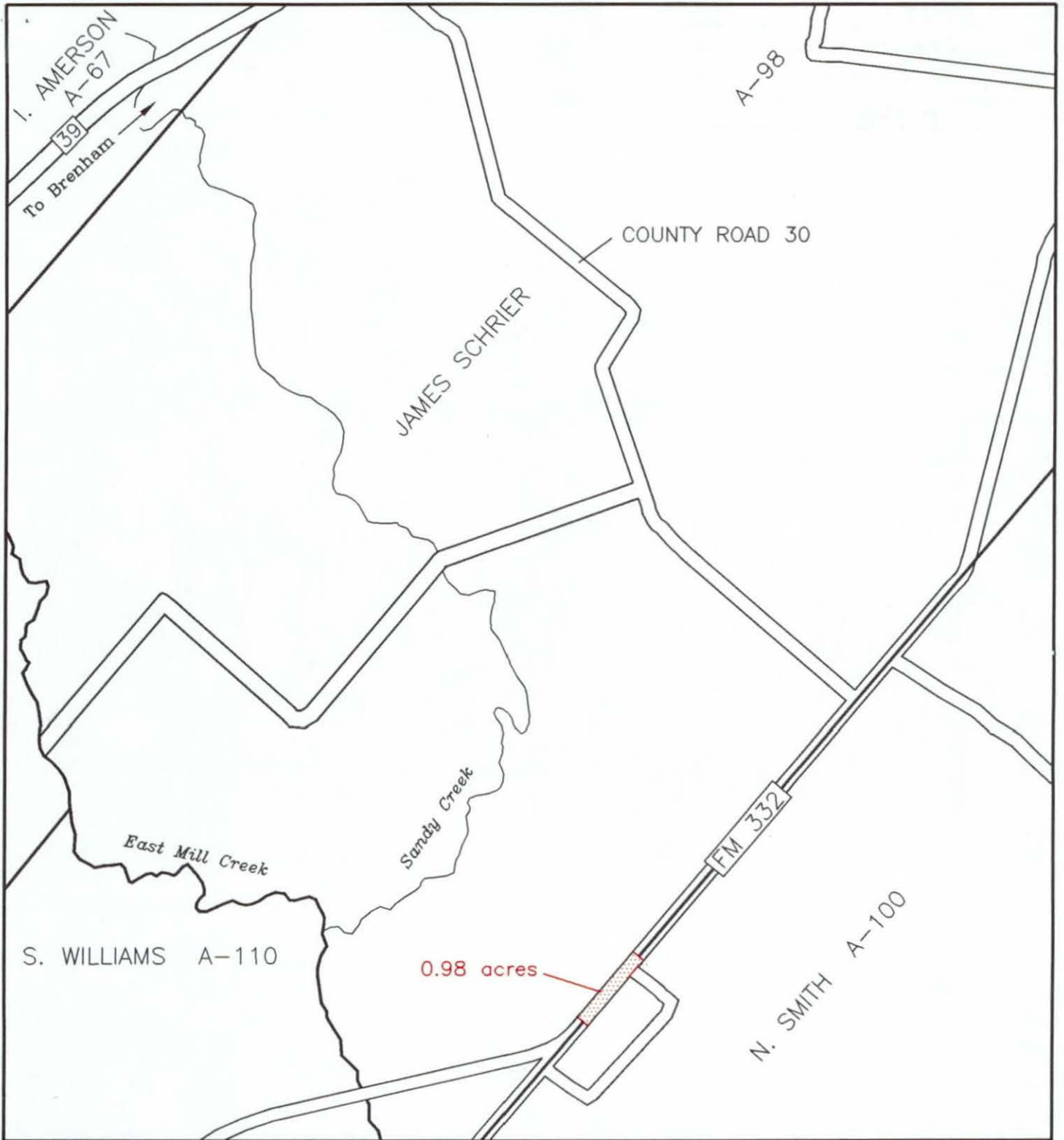
Approved:
Energy: PHH
Executive: SM

Exhibit "A"

Acreage to be Leased from the State of Texas in Washington
County, Texas, being part of Farm-To-Market 332

.98 acres of land, more or less, situated in the James Schrier League, A-98, in Washington County, Texas and being the same land described in the following Deeds Recorded in the Deed Records of Washington County, Texas:

1. Deed from Lee Meschivitz and Ad. Meschivitz to Washington County, Texas, dated 9/1/27 and recorded in V.91, P.170, of the Deed Records of Washington County, Texas.



FM332/RH/7-97

MAP SHOWING
A PORTION OF FM 332
0.98 ACRES
APPROXIMATELY 3 MILES SOUTHWEST OF BRENHAM
WASHINGTON COUNTY

(2)

MF 98477
ITEM Lease
TO _____
FROM _____
DATE 8-5-97

GRAHAM, BRIGHT & SMITH

A Professional Corporation
Attorneys and Counselors

David R. Duckworth
ALSO ADMITTED IN OKLAHOMA

Two Lincoln Centre, Suite 300
5420 LBJ Freeway
Dallas, Texas 75240-2384

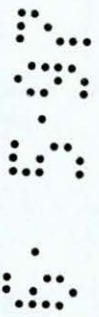
Telephone (972) 788-5300
Facsimile (972) 770-2156

Mr. Greg Smith
Union Pacific Resources Company
P.O. Box 7
Ft. Worth, Texas

State of Texas
0.98 acres
James Schrier League, A-98
Washington County, Texas
Schwickert Offset
AFE# A3394

ORIGINAL DRILLING TITLE OPINION

DESCRIPTION OF LANDS



0.98 acre of land, more or less, out of the James Schrier League, A-98, Washington County, Texas, being the same land described in that certain deed dated September 1, 1927 from Lee Meschivitz and Ad. Meschivitz to Washington County, Texas, recorded in Volume 91, Page 170 of the Deed Records of Washington County, Texas, the ("Subject Lands").

MATERIALS EXAMINED

1. Title Runsheet prepared by J.B. Simmons and Associates, Inc., covering the Subject Lands from January 3, 1889, to April 23, 1997, at 5:00 p.m.;
2. The instruments of record in the office of the County and District Court Clerk of Washington County, Texas shown pertinent by the Title Runsheet noted above; and

3. The unrecorded documents and instruments to which reference is made herein.

Based upon our examination of the foregoing materials and records, and subject to the comments, requirements, and limitations hereinafter set forth, we find title to the Subject Lands, as of April 23, 1997, at 5:00 p.m., was vested as set forth in the Schedule of Ownership as follows:

OWNERSHIP

Surface Ownership

State of Texas		1.00000000
	Total Ownership	1.00000000

Executive Rights & Mineral Fee

State of Texas		1.00000000
	Total Ownership	1.00000000

Working Interest

	Expense	Revenue	Source
State of Texas	1.00000000	1.00000000	Unleased
Total Working Interest	1.00000000	1.00000000	

UNRELEASED LEASES

URL1

Date: 03/22/1915
Lessor(s): August Zander and wife, Augusta Zander
Lessee(s): Henry Mueller and W. R. Janke
Filing Date: 03/22/1915
Recorded: Book 67, Page 246, Deed Records, Washington County, Texas
Lands Described: 115 acres, James Schrier Lge., being the Subject Lands and other lands.
Primary Term: 12 Months
Present Owner: Henry Mueller and W. R. Janke
Examiner's Note: None.

URL2

Date: 11/16/1926
Lessor(s): Adolph Meschwitz and wife, Katy Meschwitz
Lee Meschwitz and wife, Pearl Meschwitz
Lessee(s): M. L. Fitzsimmons
Filing Date: 02/12/1927
Recorded: Book 86, Page 24, Deed Records, Washington County, Texas
Lands Described: 115.0 acres, James Schrier Lge., being the Subject Lands and other lands.
Primary Term: 120 Months
Present Owner: Thomas H. Pratt
Examiner's Note: None.



COMMENTS AND REQUIREMENTS



Land Grant
Number:
Comment:

1

There is of record a State of Coahuila and Texas land grant to James Schrier, recorded in Volume 136, Page 520, for the James Schrier League, A-98, Washington County, Texas, which includes the Subject Lands. There has been an unbroken chain of title to the Subject Lands since 1923, being the date of the conveyance to Washington County, Texas.

Since the Subject Lands are claimed by the State of Texas, there is no need for an affidavit

of use and possession of the Subject Lands concerning the ownership of same for the last twenty-five years.

Requirement: Advisory.

Old Oil and Gas Leases

Number: 2

Comment: There are of record unreleased oil and gas leases as noted above. We have not been provided with an affidavit of production history of the Subject Lands which discusses the status of such leases.

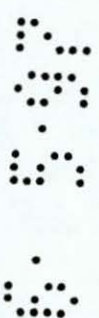
Requirement: You should obtain and submit for our examination an affidavit of production history covering the Subject Lands which references the unreleased oil and gas leases noted above.

Unleased interest

Number: 3

Comment: The Materials Examined does not reflect a current oil and gas lease from the agent for the State of Texas, covering its interest herein.

Requirement: You should obtain and file for record, an oil and gas lease from the agent for the State of Texas covering its interest herein.



LIMITATIONS

This Opinion is intended only to cover the ownership of the surface estate and the oil, gas and associated hydrocarbons produced and saved from the Subject Lands.

This Opinion does not cover, nor do we certify to, vacancies, conflicts in boundaries, encroachments or discrepancies in area, the ownership of navigable waterways or any other matter which a survey on the ground might disclose, or the rights of parties, if any, in actual possession of the Subject Lands claiming the same adversely to the record owners thereof or to their predecessors in title. In addition, this Opinion is subject to the disabilities of the parties executing instruments and instruments which have been improperly indexed by the County Clerk and/or District Clerk. This Opinion does not cover the rules and regulations of governmental agencies (including the Internal Revenue Service) and compliance with same and the matters pending before such agencies, nor the effect of bankruptcy proceedings involving any party in the chain of title. This Opinion reflects only liens of record during the period of examination, and is subject to unpaid lienable bills for improvements and unrecorded tax liens which may relate back to the period of examination. You are advised to satisfy yourself as to all of the foregoing matters to the extent you deem them to be material. This Opinion does not cover any matters relating to compliance with or violation of any federal, state or local laws or regulations, including, without limitation, environmental laws, or any matters relating to compliance with or violation of any orders, decrees, judgments, injunctions, notices or demands issued, entered, promulgated, or approved under any such laws or regulations.

This Opinion is intended for the exclusive use of the addressee, and may not be relied on by any other party without the prior written approval of this firm.

Recording references in this Opinion to Volume and Page Numbers correspond to the Official Public Records of Washington County, Texas, except as otherwise noted.

Yours very truly,

GRAHAM, BRIGHT & SMITH, P.C.

By: David R. Duckworth

David R. Duckworth

DRD:fsh

cc: J. B. Simmons & Associates, Inc.

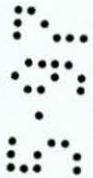


EXHIBIT A - CERTIFICATION OF BURDEN RELATIONSHIPS

State of Texas

1.00000000

UNLEASED

Total Ownership

1.00000000

1
2
3
4

5

③ MF 98477
ITEM Letter
TO _____
FROM _____
DATE 5-31-97



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

June 2, 1997

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

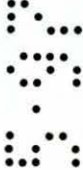
Attn.: Mr. Drew Reid

RE: Oil and Gas Lease, 0.98 acre of land,
FM Highway 332,
Washington County, Texas


Dear Mr. Reid:

Union Pacific Resources Company hereby makes application to lease a 0.98 acre right-of-way tract located in Washington County, Texas. Union Pacific Resources Company is an "adjacent mineral owner" to the 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 indicating the location of the 0.98 acre to be leased;
 - 3) Copy of sources deed into Washington County, Texas.

Please call 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

(4) MF 98477
ITEM Letter
TO _____
FROM _____
DATE 6-2-97



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

June 2, 1997

105.00
1/6
3yr Paid - (m)

170

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

Attn.: Mr. Drew Reid

RE: Oil and Gas Lease, 0.98 acre of land,
FM Highway 332,
Washington County, Texas

97051007
X100.00

Dear Mr. Reid:

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

- 1) Check for \$100.00 to cover the processing fee;
- 2) Application to lease right-of-way, with attachments;
- 3) Waiver of notice by Union Pacific Resources Company;
- 4) Affidavit re: horizontal drilling;
- 5) Affidavit re: consideration paid for adjacent leases;
- 6) Map indicating ownership of adjacent tract;
- 7) Copies of leases on adjacent lands.
- 8) Copy of Title Opinion covering subject tract.

Thank you for this opportunity to develop these minerals. Please call on me if you have questions.

Sincerely yours,



Dennis Mahlmann
Landman and Agent,
Union Pacific Resources Company

Enclosures

RECEIVED
97 JUN -5 PM 4:08
ENERGY RESOURCES

62

98477

ITEM Letter
TO _____
FROM _____
DATE 6-2-97

97021007

97021007





July 23, 1997

Dennis Mahlmann
Union Pacific Resources Co.
208 W. Alamo
Brenham, Texas 77833

Re: Highway Right-Of-Way Lease
.98 ac., more or less, along F.M. 332
in Washington County, Texas

Dear Mr. Mahlmann:

Your application to lease the above referenced right-of-way has been approved as to form by the Lease Administration department of the General Land Office.

Further, I have been informed by the Texas Department of Transportation that their office has no objection to the application. Upon completion of the required field notes and plat, I will place the lease on the next available docket for School Land Board review.

Under the applicable statutes and existing policy governing the issuance of oil and gas leases on rights-of-way, I have found no cause for the School Land Board to deny this application, therefore, your company, Union Pacific Resources Co., is entitled to a lease on the applicable portion of the right-of-way.

If you have any questions concerning this matter, please call me at 512-475-1534.

Sincerely,

A handwritten signature in black ink that reads "Drew Reid".

Drew Reid, Landman
Lease Administration
Energy Resources

* This lease will be approved by the School Land Board
at the Aug. 5, 1997 meeting (1/6 Royalty)

6

MF 98477

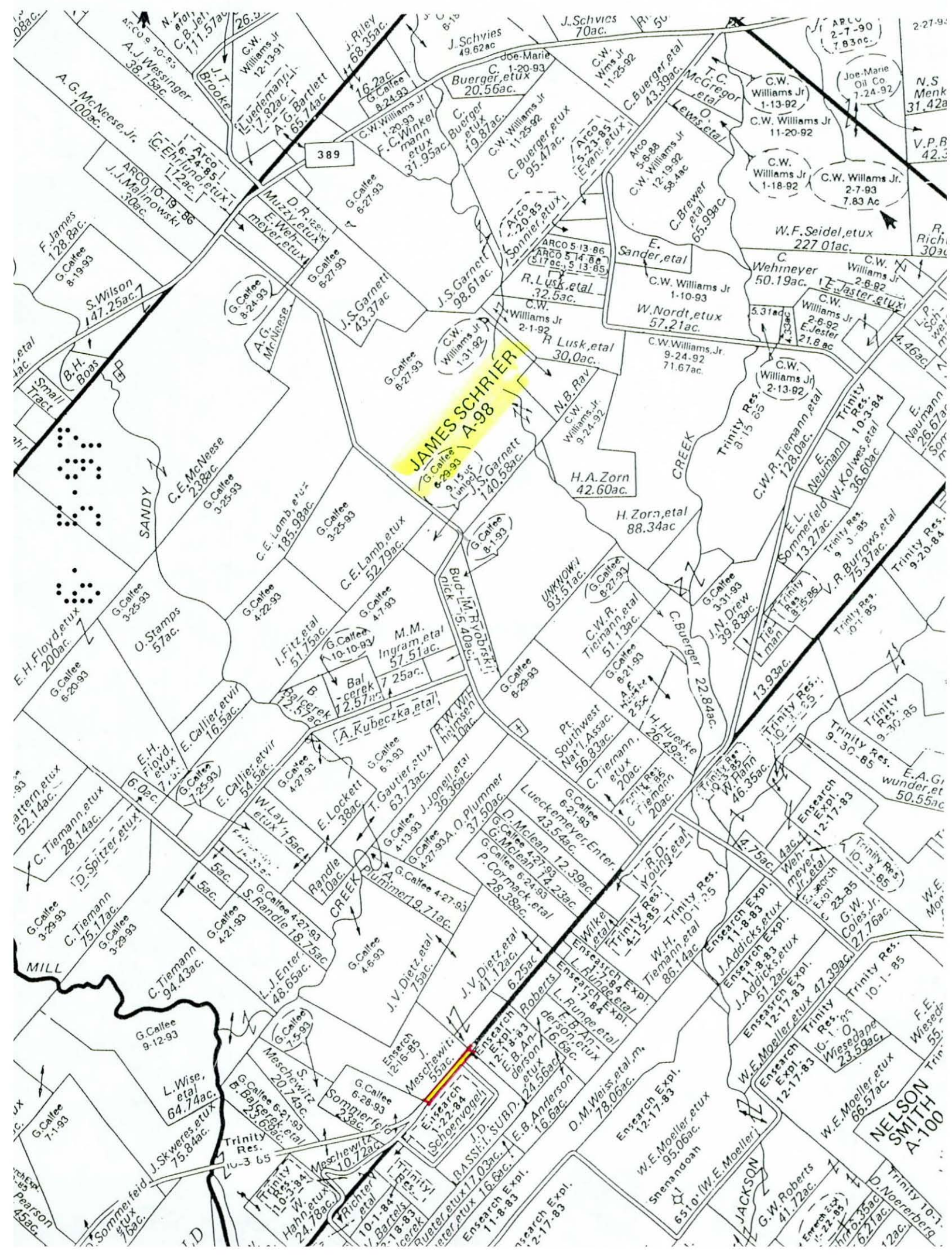
ITEM Letter

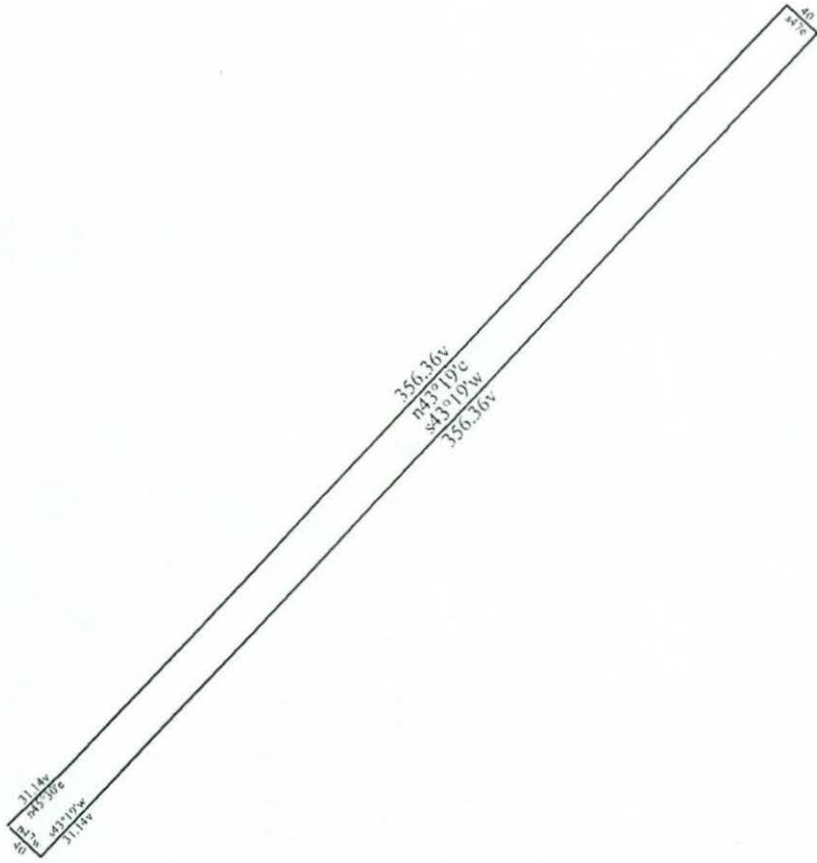
TO _____

FROM _____

DATE 7-23-77

EXHIBIT "A"





Title:		Date: 06-02-1997
Scale: 1 inch = 182 feet	File:	
Total: 1: 0.951 Acres: 41422 Sq Feet: 3848.3 Sq Meters: Closure = n45.3530w 3.30 feet: Precision = 1/677: Perimeter = 2233 feet		
001=n45.30e 31.14v	004=s43.19w 356.36v	
002=n43.19e 356.36v	005=s43.19w 31.14v	
003=s47e 40	006=n47w 40	

AF 98477
ITEM Exhibit
O
FROM
DATE



AFFIDAVIT

STATE OF TEXAS

COUNTY OF WASHINGTON

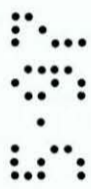
BEFORE ME, the undersigned authority, on this day personally appeared DENNIS MAHLMANN, known to me to be a credible person above the age of twenty-one (21) years, not incapacitated in any way, who after being first duly sworn, deposes and says, to-wit:

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

ACREAGE TO BE LEASED FROM THE STATE OF TEXAS IN WASHINGTON COUNTY, BEING A PART OF FARM-TO-MARKET HIGHWAY 332.

0.98 acre of land, more or less, out of the James Schrier League, A-98, Washington County, Texas, being the same land described in that certain deed dated September 1, 1927 from Lee Meschivitz and Ad. Meschivitz to Washington County, Texas and recorded in Volume 91, Page 170 of the Deed Records of Washington County, Texas.

Affiant further states that the consideration paid for these leases are as follows, to-wit:



LESSORS	REF.	ROYALTY	BONUS	RENTAL
TRACT 1: 55.15 Acres Anna Margaret Meschwitz	725/659	1/6th	\$105/ac.*	Pd Up
*three year lease with option for an additional two years of primary term at \$30 per acre. Said option exercised on December 30, 1996 (see memo of lease extension 846/300).				



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

Further affiant sayeth not.

Dated this 3RD day of June, 1997.



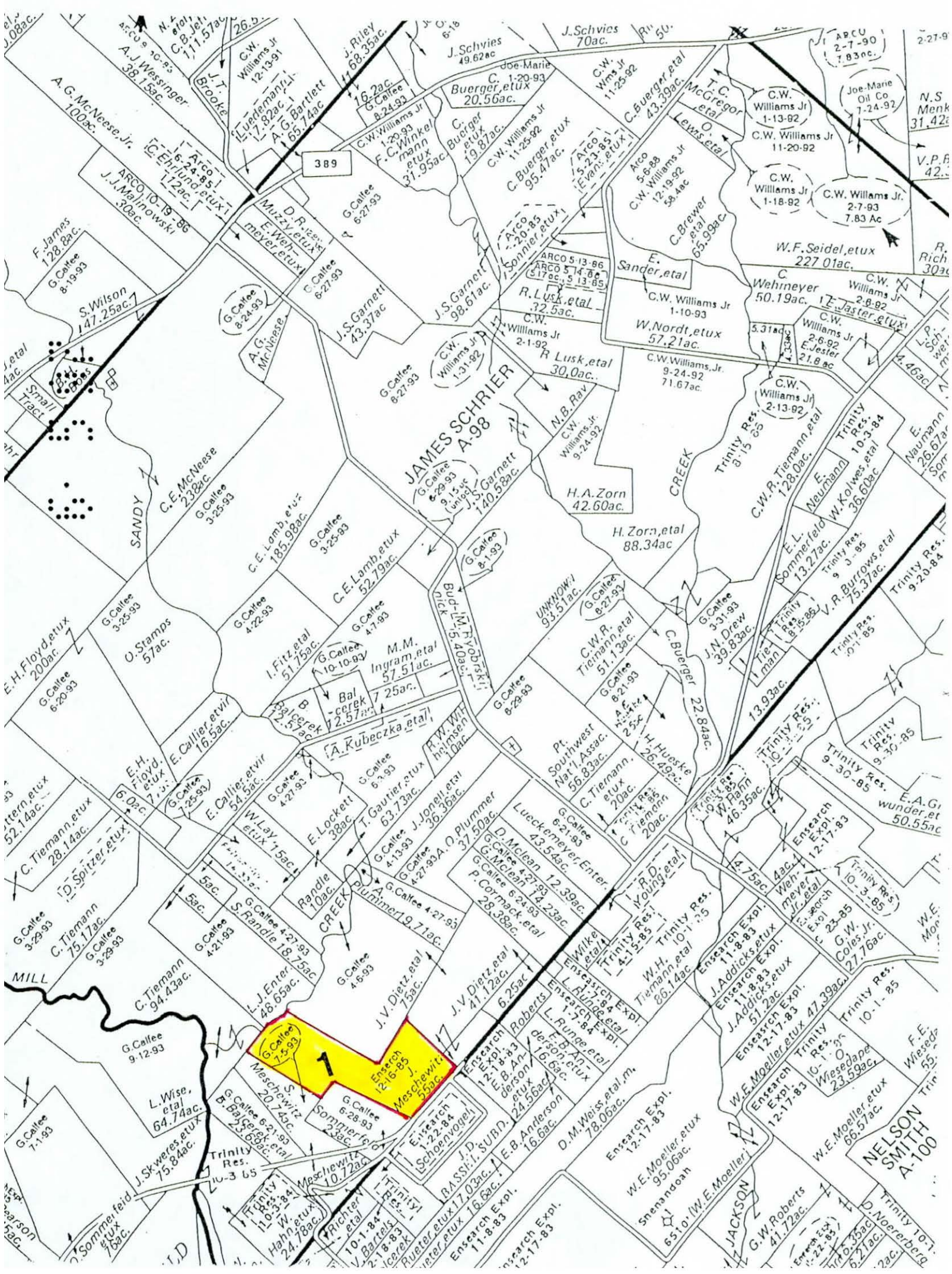
Dennis Mahlmann
DENNIS MAHLMANN

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of June, 1997.



Michael R Payne
Notary Public, State of Texas

EXHIBIT "A"



1
G. Calfee 1-5-93
Enserch 12-16-85
Meschewitz 5-5-93

JAMES SCHRIER
A-98
G. Calfee 9-15-93
J.S. Garnett 140.58ac

NELSON
SMITH
A-100

⑧
MF 98477
ITEM Affidavit
TO _____
FROM _____
DATE 6-3-97



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:

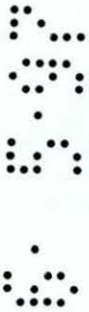
Affiant state that he is an independent landman currently engaged by Union Pacific Resources Company, and that he is aware that the proposed leasing of the following described right-of-way tracts is for the specific purpose of drilling a horizontal oil and gas well.

ACREAGE TO BE LEASED FROM THE STATE OF TEXAS IN WASHINGTON COUNTY, BEING A PART OF FARM-TO-MARKET HIGHWAY 332.

0.98 acre of land, more or less, out of the James Schrier League, A-98, Washington County, Texas, being the same land described in that certain deed dated September 1, 1927 from Lee Meschivitz and Ad. Meschivitz to Washington County, Texas and recorded in Volume 91, Page 170 of the Deed Records of Washington County, Texas.

Further affiant sayeth not.

Dated this 3RD day of June, 1997.



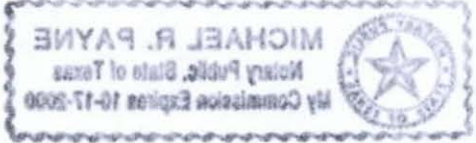

DENNIS MAHLMANN

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of June, 1997.




Notary Public, State of Texas

9) MF 98477
ITEM AFFIDAVIT
TO _____
FROM _____
DATE 6-3-97



DEED: R. E. MAKOWSKY TO WASHINGTON COUNTY.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from New Year's Creek through Independence known as the Independence Road; and,

WHEREAS, it is desired by said county to construct said road through and upon certain land now owned by me and to include in said road of the right-of-way therefor that part of such land so owned by me, viz:

A strip of land 35 ft. on each side of the center line thru my place, south of Wm. Meyers place, as per plans & survey made by the County Engr; and,

WHEREAS, it is thought by me that the construction, of said road upon that part of my land above described would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That R. E. Makowsky of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my 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 here by 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 anywise 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 me or my heirs or assigns.

Witness our hands this the 25 day of Sept. A. D. 1924.

R. E. Makowsky.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

Before me, the undersigned authority, on this day personally appeared R. E. Makowsky 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 25 day of September, A. D. 1924.

(Seal)

G. A. Bracher. Deputy Dist. Clerk,
Washington County.

Filed for record at 8 o'clock A. M. Apr. 27, 1929.

C. B. Thompson CCCWC.

Recorded at 8:50 o'clock A. M. Apr. 27, 1929.

By *[Signature]* Deputy.

DEED: ADOLPH MECHIVITZ. TO WASHINGTON COUNTY.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON }

WHEREAS, Washington County, Texas, is desirous of construction an improved road leading from Brenham-to Wesley known as the Brenham-Wesley Road.

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 along the South side of our place (The Otto Zander place on Mill Crk) of such a width that there will be 40 ft. between the center line and our South line, This holds between sta. 321 + 70 to Sta. 335 + 50. The said strip of land being in Wash. Co. in the James Schurr Lea., Texas. Wood is reserved.

WHEREAS, it is thought by us that the construction of said road upon that part of our land

hereinabove described would increase the value of our property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Adolph & Teo Meschivitz 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 anywise belonging unto 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 1 day of Sept. A. D. 1927.

Lee Meschivitz.
Ad. Meschivitz.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON) Before me, the undersigned authority, on this day personally appeared Lee Meschivitz & Adolph Meschivitz, known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1 day of Sept. A. D. 1927.

(Seal)

C. B. Thompson, County Clerk,
Washington County, Texas.

Filed for record at 8 o'clock A. M. Apr. 27, 1929.

C. B. Thompson C.C.C.W.C.

Recorded at 9 o'clock A. M. Apr. 27, 1929.

By *[Signature]* Deputy.

DEED: EMILE MUEHBRAD TO WASHINGTON COUNTY.

THE STATE OF TEXAS }
COUNTY OF WASHINGTON)

WHEREAS, Washington County, Texas, is desirous of constructing an improved road leading from Greenvine to Burton known as the Burton-Greenvine Rd.

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 along the east side of my place approx. 2 miles S. of Burton, of such a width that there will be 35 ft. between my east line, and the center line of the Burton Greenvine Rd. as surveyed, by the County Engr.

WHEREAS, it is thought by me that the construction of said road upon that part of my land above described would increase the value of my property; therefore,

KNOW ALL MEN BY THESE PRESENTS: That Emile Muehbrad, of the County of Washington and the State of Texas, in consideration of the prospective increase in the value of my 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.

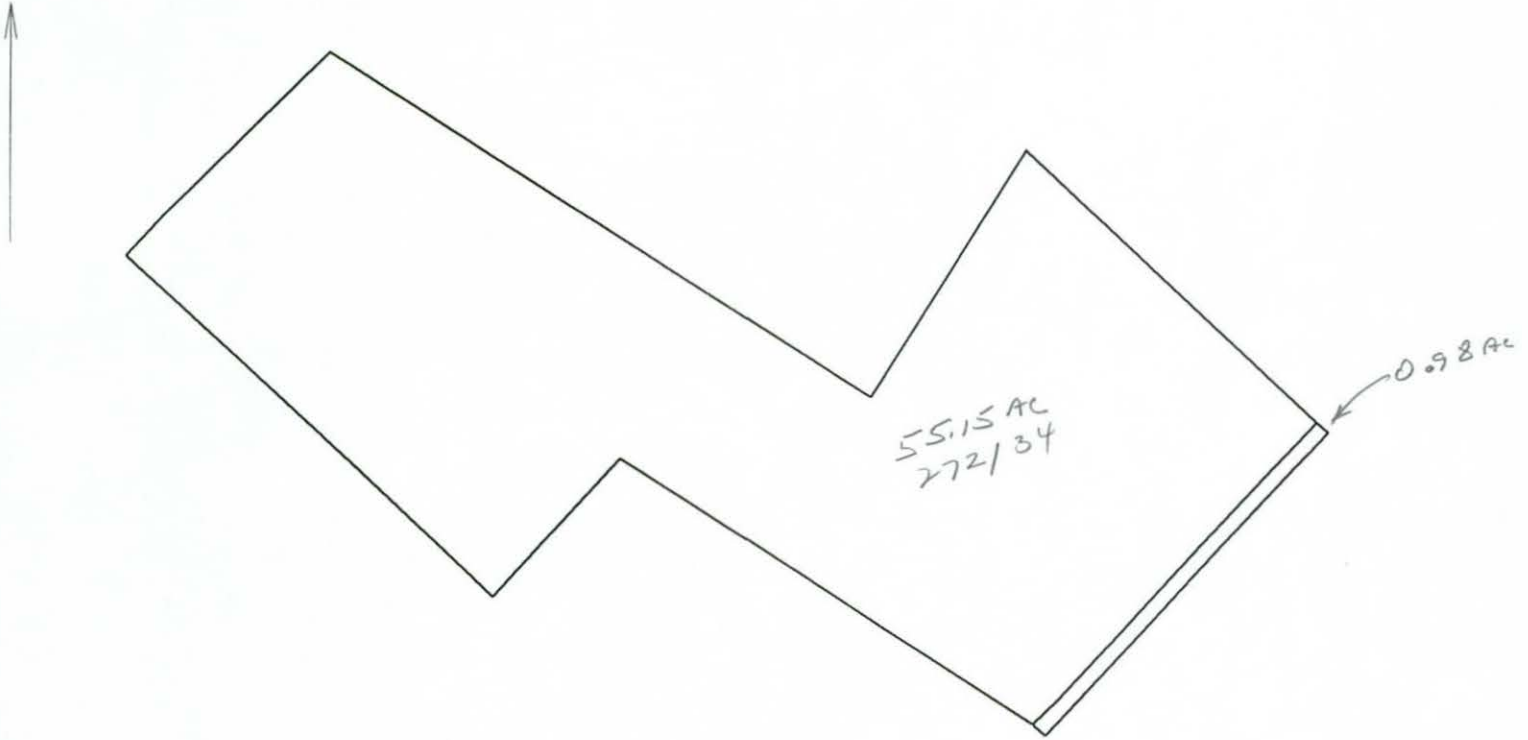
TO HAVE AND TO HOLD the above described land, together with all and singular, the rights and appurtenances thereto in anywise belonging unto said Washington County, Texas, forever.

It is expressly agreed and understood, however, that should said road not be constructed over and above the land hereinabove described, this conveyance shall become null and void and the title to said land shall revert to me or my heirs or assigns.

10.

MF 98477
ITEM Warranty Deed
TO _____
FROM _____
DATE 9/25/24





Title:		Date: 06-02-1997
Scale: 1 inch = 500 feet	File:	
Tract 1: 55.149 Acres: 223180.3 Sq Meters: Closure = s09.0429w 0.08 feet: Precision =1/110621: Perimeter = 8387 feet Tract 2: 0.945 Acres: 41173 Sq Feet: 3825.1 Sq Meters: Closure = n45.2530w 3.80 feet: Precision =1/588: Perimeter = 2233 feet		
001=n46.47w 376.20v	007=n43e 175.42v	013=n43.19e 356.36v
002=s32.03w 276.44v	008=s57.45e 459.86v	014=s47e 40
003=n57.20w 603.07v	009=n45.50e 31.14v	015=s43.19w 356.36v
004=s45.27w 216.43v	010=n43.19e 356.36v	016=s43.19w 31.14v
005=s42.23w 54.24v	011=@09	017=n47w 40
006=s47e 470.33v	012=n45.50e 31.14v	

THE STATE OF TEXAS X
COUNTY OF WASHINGTON X

Before me, the undersigned authority, on this day personally appeared Fred W. Seidel, President of the Board of Trustees of the Brenham Independent School District, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Board of Trustees and of said School District and that he was duly authorized to perform the same by appropriate resolution of the Board of Trustees and that he executed the same as the act of the said Board of Trustees and such School District for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the 20th day of July, A.D. 1967.

Carl K. Meyer
Notary Public in and for
Washington County, Texas



Filed for Record on the 21 day of July A. D. 1967, at 1:30 o'clock P. M.

Duly Recorded this the 25 day of July A. D. 1967, at 9:15 o'clock A. M.

Instrument No. 1236

CHAS. E. WIEDE, County Clerk
Washington County, Texas

By *Minnie Courrier* Deputy

THE STATE OF TEXAS X
WASHINGTON COUNTY X

1237

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ADOLPH MESCHWITZ and wife, KATY MESCHWITZ, of the State of Texas, County of Washington, for and in consideration of the sum of Ten Dollars (\$10.00) to us in hand paid, CASH, the receipt of which is hereby acknowledged and confessed; have Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey unto JOE MESCHWITZ and wife, MARGARET MESCHWITZ, of the County of Harris, State of Texas, the following described property, lying and being situated in Washington County, Texas, to-wit:

BEING part of the James Schrier League, Abstract 98: BEGINNING at the East-Southeast corner of the original tract of which this is a part, it being the South by Southwest corner of the J. V. Dietz tract in the North margin of FM Road #332;

THENCE with the East line of this tract, being the West line of the Dietz tract N. 46 47' W. 1045 feet (376.20 vrs.) to point for corner, being an inside corner of the

Dietz-tract;

THENCE S. $32^{\circ} 03'$ W. 767.9 feet (276.44 yrs.) to an iron pin and fence corner, the upper South corner of said Dietz tract;

THENCE N. $57^{\circ} 20'$ W. 1675.2 feet (603.07 yrs.) to an iron pin on the North bank of a branch to the North corner of the original tract, and of this tract;

THENCE crossing said branch and picking up a fence S. $45^{\circ} 27'$ W. 601.2 feet (216.43 yrs.), and S. $42^{\circ} 23'$ W. 150.67 feet (54.24 yrs.) to an iron pin under said fence for the most West by Northwest corner of this tract, and it being the most North by Northeast corner of the 44.45 acres out of the original tract this day set aside to Pearlle Meschwitz and George Meschwitz (hereinafter sold);

THENCE severing said Meschwitz tract S. 47° E. 1306.47 feet (470.33 yrs.) to an iron pin for corner in the NW line of the Wm. Sommerfeld 25 acres tract;

THENCE with the Northwest line of the Sommerfeld tract N. 43° E. 487.27 feet (175.42 yrs.) to an iron pin for the North by Northeast corner of the Sommerfeld tract;

THENCE with the East by Northeast line of the Sommerfeld tract S. $57^{\circ} 45'$ E. 1277.4 feet (459.86 yrs.) to an iron pin in the North margin of FM Road #332;

THENCE with the North margin of FM Road #332 N. $45^{\circ} 50'$ E. 86.5 feet (31.14 yrs.) and N. $43^{\circ} 19'$ E. 989.9 feet (356.36 yrs.) to the PLACE OF BEGINNING, and containing 55.15 acres of land.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIONS, EASEMENTS AND RIGHT-OF-WAYS ON RECORD.

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 JOE MESCHWITZ and wife, MARGARET MESCHWITZ, their heirs and assigns forever, and we do hereby bind ourselves and our heirs, assigns, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said JOE MESCHWITZ and wife, MARGARET MESCHWITZ, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands this 14 day of July, A.D., 1967.

Adolph Meschwitz
ADOLPH MESCHWITZ, GRANTOR

Katy Meschwitz
KATY MESCHWITZ, GRANTOR

MF 98477
ITEM Warranty Deed
TO _____
FROM _____
DATE 7-14-67



MEMORANDUM OF OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 1st day of January, 1994 by and between ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz, hereinafter called LESSOR whose address is 6618 FM 1960, Humble, Texas 77338 and UNION PACIFIC RESOURCES COMPANY, hereinafter called LESSEE whose address is 801 Cherry Street, Fort Worth, Texas 76102;

WITNESSETH

That LESSOR, for a valuable consideration and in consideration of the covenants of the LESSEE set forth in that certain Oil and Gas Lease made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby grant, lease and let exclusively unto said LESSEE for the purposes of exploring, drilling, operating for and producing oil, gas and associated hydrocarbon substances from all that certain land (Leased Premises) situated in the County of Washington, State of Texas, and more particularly described as follows:

55.15 acres of land, more or less, in the James Schrier Survey, A-98, Washington County, Texas and being described in a Warranty Deed dated JULY 14, 1967 from Adolph Meschwitz et ux, Katy Meschwitz, to Joe Meschwitz et ux, Margaret Meschwitz, and recorded in VOLUME 272, PAGE 34 of the Deed Records of Washington County, Texas.

The Lease is for a term of three (3) years from the above date with an option to extend said Lease for two (2) additional years, and so long thereafter as oil or gas is being produced in paying quantities from the Leased Premises, or land pooled therewith, or so long thereafter as drilling, deepening or reworking operations for the production of oil or gas are being conducted thereon, as therein provided.

Reference is hereby made to executed copies of said Oil and Gas Lease in possession of LESSOR and LESSEE, respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

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

Anna Margaret Meschwitz
ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 13 day of January 1994, by ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz

FILED
AT 1:45 M
FEB 22 1994
DK
Gertrude Lehmann
GERTRUDE LEHMANN
COUNTY CLERK, WASHINGTON COUNTY, TEXAS

Billie J. Bell
Notary Public, State of Texas
Notary's name (printed) Billie J. Bell
Notary's commission expires: 7-21-97

BILLIE J. BELL
Notary Public, State of Texas
My Commission Expires 07-21-97

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



MAR 02 1994
Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

TXI-61294

ca
EK

OIL, GAS & MINERAL LEASE

PROD 88 (REV 6/93)
PAID UP

THIS LEASE AGREEMENT is made effective the 1st day of January, 19 94
between ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz

as Lessor (whether one or more), whose address is 6618 FM 1960, Humble, Texas 77338

and UNION PACIFIC RESOURCES COMPANY, as Lessee,

whose address is 801 Cherry Street, Fort Worth, Texas 76102

All printed portions of this lease were prepared by Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** Lessor, in consideration of Ten and no/100 and other valuable consideration

Dollars (\$ 10.00), in hand paid

of the royalties herein provided and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith including helium, carbon dioxide and other commercial

gases as well as hydrocarbon gases (referred to herein as "covered minerals"), the following described land (the "leased premises") in

WASHINGTON County, Texas, to-wit:

55.15 acres of land, more or less, in the James Schrier Survey, A-98, Washington County, Texas and being described in a Warranty Deed dated July 14, 1967 from Adolph Meschwitz et ux, Katy Meschwitz, to Joe Meschwitz et ux, Margaret Meschwitz, and recorded in VOLUME 272, PAGE 34 of the Deed Records of Washington County, Texas,

See **EXHIBIT A**, attached to and made a part of this Lease for added Clauses 12, 13, 14 and 15.

This lease also covers accretions and any small strips or parcels of land now or hereafter owned or claimed by Lessor which are contiguous or adjacent to the lease premises whether or not such parcels are known to exist by Lessor or Lessee, and for the aforementioned consideration, Lessor agrees to execute at Lessee's request an additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any rental

and shut-in royalties hereunder, said land shall be deemed to be comprised of 55.15 acres, whether it actually comprises more or less.

2. **Term of Lease.** This lease shall be in force for a primary term of three (3) years from the effective date hereof, and for as long thereafter as a covered mineral is produced in paying quantities from the leased premises or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. **Royalty.** Royalties on covered minerals produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separate at Lessee's field separator facilities, the royalty shall be 1/6 of such production, to be delivered at Lessee's option to Lessor at the wellhead or to

Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead posted price the prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, (b) for gas (including casinghead gas) and all other

covered minerals, the royalty shall be 1/6 of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and (c) if during or after the primary term one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut-in or production therefrom is not being sold by Lessee for a period of 90 consecutive days, then Lessee may pay shut-in royalty of one dollar per acre of land then covered by this lease, such payment to be made to Lessor on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90 day period while the well or wells are shut-in and it shall be considered that such well is producing in paying quantities for all purposes hereof during any period for which such shut-in royalty is tendered; provided that if this lease is otherwise being maintained by the payment of rentals or by operations, or if a well or wells on the leased premises is producing in paying quantities, no shut-in royalty shall be due until the end of the 90 day period next following the end of the rental period or the cessation of such operations or production, as the case may be. Lessee shall have free use of oil, gas, water, and other substances produced from said land, except water from Lessor's wells or ponds, for all operations hereunder, and Lessor's royalty shall be computed after deducting any so used.

4. **Operations.** If, after expiration of the primary term, Lessee drills a dry hole on the leased premises or if all production of covered minerals should permanently cease from any cause either voluntary or involuntary (and if this lease is not otherwise being maintained), this lease shall remain in effect if Lessee commences drilling, reworking or other operations on the leased premises within 90 days thereafter. If, at or after expiration of the primary term, this lease is not otherwise being maintained but Lessee is then engaged in drilling, reworking or other operations calculated to obtain or restore production from the leased premises, this lease shall remain in effect so long as such operations are conducted with no cessation of more than 90 consecutive days and, if such operations result in the production of a covered mineral, as long thereafter as there is production from the leased premises. After production has been established on the leased premises, Lessee shall drill such additional wells as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or (b) protect the leased premises from uncompensated drainage by a well producing a covered mineral in paying quantities located within 330 feet of and draining the leased premises. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

5. **Pooling.** Lessee shall have the continuing and recurring right, but not the obligation, to pool all or any part of the leased premises or interest therein with any other lands, leases or interests, as to any or all depths or zones, and as to any or all covered minerals, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently explore, develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands, leases or interests. A unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for an oil well which is a horizontal completion or a gas well shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger units may be formed for an oil well or a gas well, whether or not horizontally completed, in order to conform to any well spacing or density pattern permitted by any governmental authority having jurisdiction over such matters. The terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or by regulations of the governmental authority which has jurisdiction over such matters. The term "horizontal completion" shall mean an oil well or a gas well in which the horizontal component of the gross completion interval exceeds 100 feet in length. Lessee may pool or combine land covered by this lease or any portions thereof, as above provided as to oil in any one or more strata and as to gas in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units formed as to any other stratum or strata, and oil units need not conform as to area with gas units. To exercise its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and the effective date of pooling shall be the date of filing unless provided otherwise in such declaration. Lessee wholly at its option may exercise its authority to pool either before or after commencing operations for or completing an oil or gas well on lands lying within a unit and any unit may include, but is not required to include, lands or lands upon which a well producing or capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations have theretofore been commenced. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises, regardless of whether such production was secured or such drilling or reworking operations were commenced before or after the execution of this lease or the instrument designating the pooled unit, shall be treated for all purposes (except the payment of royalties on production from the pooled unit) as if they were production, drilling or reworking operations on the leased premises. All references herein to production from or operations on the leased premises shall be deemed to include production from or operations on any portion of such pooled unit; provided that if after creation of a pooled unit a well is drilled on land within the unit area (other than the leased premises) which well is not classified as the type of well for which the unit was created (oil, gas or other minerals as the case may be), such well shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions hereof. If a gas well on a gas unit, which includes all or a portion of the leased premises, is reclassified as an oil well, with respect to all lands which are included within the unit (other than the lands on which the well is located), the date of such reclassification shall be considered as the date of cessation of production for purposes of applying the provisions of this lease covering additional drilling and reworking. The production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent that such proportion of unit

may be produced from the leased premises. In making a revision, Lessee shall file of record a written declaration describing the revised unit and the effective date of revision shall be the date of filing unless provided otherwise in such declaration. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly, and such adjustment shall be made effective as of the effective date of the revision, Lessee may at any time dissolve any unit formed hereunder by filing a written declaration describing the unit, and the effective date of dissolution shall be the date of filing unless provided otherwise in such declaration. 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 with consequent allocation of production as herein provided. As used herein 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. Pooling hereunder shall not constitute a cross-conveyance of interests.

6. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises, in primary or enhanced recovery, Lessor hereby grants and conveys to Lessee the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and transport production. In exploring, developing, producing or marketing from the leased premises, the ancillary rights granted herein shall apply (a) to the entire lease premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises. No surface location for a well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder without Lessor's consent, and Lessee shall pay for actual damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove all fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within 180 days following the expiration thereof.

7. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate, at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons, either jointly or separately, in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to an interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

8. **Warranty of Title.** Lessor hereby warrants and agrees to defend title to the interest conveyed to Lessee hereunder. Lessee, at its option, may pay or discharge any tax, mortgage or lien existing against the leased premises and, in the event that it does so, Lessee shall be subrogated to the rights of the party to whom payment is made and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced proportionately to the amount that Lessor's interest in the leased premises bears to the entire mineral estate in the leased premises.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the leased premises or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Regulation and Delay.** Lessee's obligations under the lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells. Notwithstanding the provisions of paragraph 2 above, when drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, service material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control (commonly referred to as "force majeure"), this lease shall not terminate because of such prevention or delay and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. **Breach or Default.** An alleged breach or default by Lessee of any obligation hereunder or the failure of Lessee to satisfy any condition or limitation contained hereunder shall not constitute a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, and no litigation shall be initiated by Lessor with respect to any alleged breach or default by Lessee hereunder, for a period of at least ninety (90) days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy or commence to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. Nothing in this instrument or in this relationship created hereby shall be construed to establish a fiduciary relationship, a relationship of trust or confidence or a principal-agent relationship between Lessor and Lessee for any purpose.

IN WITNESS WHEREOF, this lease 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.

SS # AND/OR TAX ID #

LESSOR:

Anna Margaret Meschwitz

ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz, deceased.

S.S.#: [REDACTED]

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

This instrument was acknowledged before me this 13 day of January, 1994, by ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz, deceased.

Billie J. Bell

Notary Public

My Commission Expires: 7-21-97



STATE OF Texas)
COUNTY OF Harris) ss.

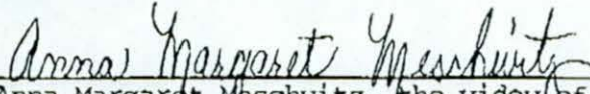
This instrument was acknowledged before me this 13 day of January, 1994, by

EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease, dated 01-01-1994 from ANNA MARGARET MESCHWITZ, the widow of Joe Meschwitz, Lessors, to UNION PACIFIC RESOURCES COMPANY, Lessee.

12. It is expressly understood that there is excepted and reserved from the provisions of this lease and accordingly not covered hereby, the production of coal, lignite and other surface minerals in and under said property.
13. Should Lessor's land suffer damages to livestock, trees, water, fences, roads, buildings or other improvements as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor the actual amount of the loss. Lessee further agrees to fill and level all pits so as to return the surface to its original condition as nearly as practical, within a reasonable length of time after the abandonment of the use of such pits.
14. If at the end of the primary term of this lease a portion or portions of the land herein leased is pooled or unitized with other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to land included in such unit or units, any land not so held by production or operations at the end of the primary term of this lease shall revert to Lessor free and clear of the terms of this lease, with exception that in the event Lessee is, at the end of the primary term, engaged in drilling a well on the land herein leased, that such entire lease shall remain in force and effect so long as continuous drilling operations are being conducted on said property, and such continuous drilling operations shall be construed to mean that no more than ninety (90) days shall elapse between the completion or abandonment as a dry hole of any oil and/or gas well and the commencement of operations for the drilling of a subsequent well on said property.
15. Lessee is hereby given the option to extend the primary term of this lease as to all or a portion of the leased acreage for an additional two (2) years from the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of thirty dollars (\$30.00) per net mineral acre to Lessor or to Lessor's credit in any depository named in this lease. This payment shall be based on the number of net mineral acres on which Lessee desires to exercise this option, and all of the provisions of this lease relating to payment of shut-in royalties shall apply equally to this payment including, but not limited to, the provisions regarding changes in ownership. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of five (5) years. In the event this lease is being maintained by any provision hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

SIGNED FOR IDENTIFICATION:


Anna Margaret Meschwitz, the widow of Joe Meschwitz

MEMORANDUM OF LEASE EXTENSION

87

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

WHEREAS, Union Pacific Resources Company is the present owner of the Oil, Gas and Mineral Leases more specifically described on the attached Exhibit "A" (the "Leases"); and

WHEREAS, the Leases provide Lessee the option to extend the Lease for a period of 2 year(s) from the expiration date of the original primary term by tendering an additional payment to Lessor.

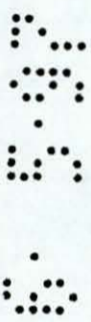
NOW, THEREFORE, Union Pacific Resources Company represents that it has exercised its option to extend the Leases by tendering the aforementioned payment to Lessor in the manner and time set forth in the Lease.

EXECUTED this 30th day of DECEMBER, 1996.

UNION PACIFIC RESOURCES COMPANY

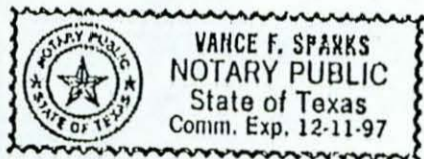
By: Carolyn J. David
Its: Attorney-in-Fact

Handwritten initials: JPD, CB



STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 30th day of DECEMBER, 1996 by CAROLYN J. DAVID, Attorney-In-Fact for Union Pacific Resources Company, a Delaware corporation, on behalf of said corporation.



Vance F. Sparks
Signature

VANCE F. SPARKS
Name (Print)

My Commission expires: 12-11-97

UPRC Lease No.: TX1-62822
 Lease Date: March 8, 1994
 Lessor: Patsy C. Clinton et vir Rex A. Clinton, III
 Lessee: Union Pacific Resources Company
 Recording Information: Volume 733, Page 120 Official Records of Washington County, Texas

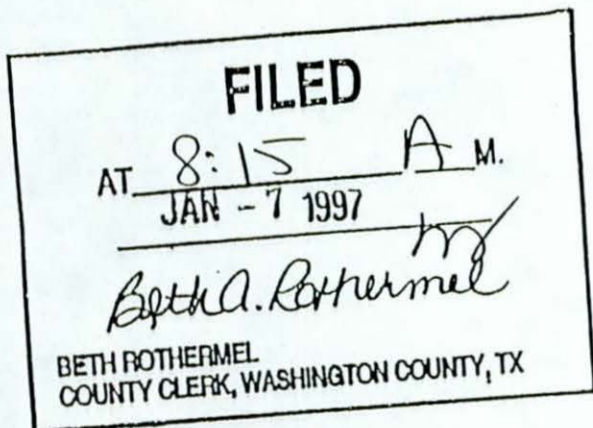
UPRC Lease No.: TX1-62821
 Lease Date: March 16, 1994
 Lessor: Raymond S. Schultz et ux Shirley Ann Schultz
 Lessee: Union Pacific Resources Company
 Recording Information: Volume 733, Page 118 Official Records of Washington County, Texas

UPRC Lease No.: TX1-61347(1)
 Lease Date: February 4, 1994
 Lessor: Pearlie L. Fitch
 Lessee: Union Pacific Resources Company
 Recording Information: Volume 726, Page 581 Official Records of Washington County, Texas

UPRC Lease No.: TX1-61263(2)
 Lease Date: February 10, 1994
 Lessor: Cecelia L. Vollmer
 Lessee: Union Pacific Resources Company
 Recording Information: Volume 727, Page 466 Official Records of Washington County, Texas

UPRC Lease No.: TX1-62836
 Lease Date: March 7, 1994
 Lessor: Genevieve Rybarski
 Lessee: Union Pacific Resources Company
 Recording Information: Volume 733, Page 429 Official Records of Washington County, Texas

UPRC Lease No.: TX1-61294
 Lease Date: January 1, 1994
 Lessor: Anna Margaret Meschwitz
 Lessee: Union Pacific Resources Company
 Recording Information: Volume 725, Page 659 Official Records of 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 08 1997



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

AF _____
TEM _____
Q _____
FROM _____
DATE _____

98477

Old Lease

1/1/94



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

August 20, 1997

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

170

Attn.: Mr. Drew Reid

RE: Oil and Gas Lease, 0.98 acres of land,
Right-of-way, M-98477
Washington County, Texas

X 104.44 97064311

Simmons & Associates Inc. ✓

Dear Mr. Reid:

The application by Union Pacific Resources Company to lease the referenced tract has been approved as of August 8, 1997. Enclosed please find Simmons & Associates, Inc. check no. 5136 for the amount of \$104.44 which amount includes \$102.90 as bonus consideration plus \$1.54 for the 1.5% sales fee. Please forward the executed lease to me at the above address.

Thank you for your assistance in acquiring this lease.

Sincerely yours,



Dennis Mahlmann
Landman
Union Pacific Resources Company

Enclosure

RECEIVED
97 AUG 22 PM 2:02
ENERGY RESOURCES



File No. MF-98477

Letter 8/20/97

Date Filed: 1/22/99

Jerry E. Patterson, Commissioner

By _____

114807E

1511

1/22/99

MF-98477
114807E

13
Letter 8/20/97.
1-22-99

0.55.06