

RECORDED BY  
AMERICAN TITLE COMPANY

6F 598301-R/829/WP

DRILL SITES AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF JACKSON

§

This Drill Sites Agreement (this "Agreement") is made by and among THOMAS H. WEED as Trustee of the W. F. WEED, SR. TRUST, JAMES P. JACKSON, PETER C. HOUGHTON, JENNIFER C. HOUGHTON, AMANDA JACKSON HOCHENEDEL, MARY JO POULSON HALBIRT, and CAPITAL ONE, N.A., Successor Trustee of the WILLIAM A. FLETCHER REVOCABLE TRUST UA DTD February 6, 2000, and DAVIS GULF COAST, INC., (hereinafter collectively called the "Mineral Owners"), and LONE STAR LAND PARTNERS, LLC, a Delaware Limited Liability Company acting herein by and through its duly authorized Agent, (hereinafter called the "Surface Owner").

WITNESSETH:

WHEREAS, the Mineral Owners own all of the oil, gas and other minerals (hereinafter called "Minerals") in, on and under those certain tracts of land in Jackson County, Texas, comprising 604.54 acres, more or less, all as more fully described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter called the "Subject Property"); and

WHEREAS, the Surface Owner intends to purchase the surface of the Subject Property; and

WHEREAS, the Surface Owner and Mineral Owners desire by this Agreement to adjust their respective rights in the Subject Property so that the Surface Owner and any subsequent owners of the surface of the Subject Property may more fully enjoy and develop their interests in the Subject Property and so that the Mineral Owners may more fully develop the Minerals.

NOW, THEREFORE, for and in consideration of the premises, the Surface Owner and Mineral Owners enter into this Agreement and agree as follows:

1. As used herein the term "Authorized Drill Sites" shall mean collectively those three certain tracts of land (containing 90,000 square feet each) which are described on Exhibit B attached hereto and made a part hereof for all purposes.
2. The Mineral Owners are hereby granted and shall have the right to use the Authorized Drill Sites for purposes of investigating, exploring, conducting seismic operations, drilling (including directional drilling), completing, reworking, mining for, producing, saving, compressing, measuring, separating, treating, selling, storing and transporting (and any other uses reasonably related to any of the foregoing) (the "Mineral Development Activities") Minerals in, on and under or that may be produced from the Subject Property or other lands which are adjacent to the Subject Property or with which the Subject Property or the Minerals or portions thereof may be pooled or unitized.
3. As used herein the term "Related Easements" shall mean collectively those certain strips of land which are thirty (30) feet in width and which are described by metes and bounds on Exhibit C attached hereto and made a part hereof for all purposes.
4. The Mineral Owners are hereby granted and shall have the right to use the Related Easements for (i) purposes of providing ingress and egress to and from the Authorized Drill Sites (including the right to build, repair and maintain surfacing over and across such ingress and egress areas including, without limitation, gravel, caliche, shell, boards, asphalt or other surfacing), (ii) purposes of providing electrical power or other necessary utility services to the Authorized Drill Sites and transporting Minerals from the Property or to appropriate third party pipeline facilities and (iii) other purposes incident to the Mineral Development Activities, including the purposes of laying, using, protecting, repairing, maintaining, replacing and removing gathering lines, pipelines, power lines, telephone lines, fiber optic cables, communication lines and other lines as well as valve stations, cathodic units and production metering and sales facilities within the Related Easements and Authorized Drill Sites. In addition, anytime during which Mineral Owners or their lessees or contractors are engaged in actual construction activities on the Related Easements (in connection with installing, using, repairing or removing roadways, pipelines, utilities and related facilities thereon), the Related Easements shall be deemed and construed to include an additional temporary work space area adjacent thereto not to exceed ten (10) feet in width on either side of the Related Easement as

shall be reasonable and necessary to allow the performance and completion of such construction activities; provided, however, the use of such temporary work space area by Mineral Owners or their lessees or contractors shall be exercised with due regard for any improvements which may then exist in such temporary work space area.

5. The Surface Owner shall have the right to use, possess and maintain the surface of the Authorized Drill Sites so long as the Mineral Owners is not engaged in any Mineral Development Activities thereon; provided, however, Surface Owner shall have no right to construct buildings or other permanent improvements thereon. The Mineral Owners and their lessees shall be entitled to exclusive use and possession of the Authorized Drill Sites during any period in which Mineral Development Activities are being conducted thereon, and Surface Owner agrees to vacate and remove any of its property or improvements therefrom within thirty (30) days after receiving written notice that Mineral Owners intend to commence Mineral Development Activities thereon. Mineral Owners shall have no obligations to mow, clean up or otherwise maintain the Authorized Drill Sites or the Related Easements except during such times as Mineral Development Activities are being conducted thereon.

6. The Mineral Owners' use of the Related Easements shall be non-exclusive; provided, however, the Surface Owner will use the area covered by same in a manner which does not unreasonably interfere with the use thereof by the Mineral Owners. All pipelines of any nature which are installed by or on behalf of the Mineral Owners within the Related Easements shall be buried to minimum depth of thirty-six (36) inches below the surface of the Subject Property. If any such pipelines are buried to such depth, then in the event that any lowering or encasing of such pipelines thereafter is necessary, as a result of any use which the Surface Owner makes of the Subject Property, the Surface Owner shall bear the cost of same.

7. (a) The Authorized Drill Sites and the Related Easements shall be perpetual in duration; provided, however, if any Authorized Drill Site is provided with access to a publicly dedicated road so that it no longer needs to be served by a Related Easement (or portion thereof) for purposes of providing access to such Authorized Drill Site, then such Related Easement (or portion thereof) which is no longer needed for purposes of providing access to such Authorized Drill Site will terminate, and Mineral Owners agree to confirm such termination in a recordable document promptly upon written request from Surface Owner. Notwithstanding the foregoing, to the contrary, (i) no Related Easement will so terminate unless there are no consents needed, or restrictions imposed, in connection with the use of such publicly dedicated road for Mineral Development Activities and (ii) if such publicly dedicated road thereafter becomes subject to restrictions in connection with being used for Mineral Development Activities, then Surface Owner, to the full extent it has the ability to do so, shall provide the Mineral Owners a Substituted Easement (as defined below) to allow access to such affected Authorized Drill Site, which Substituted Easement will be provided in accordance with the remaining provisions of this Section 7. Subject to the remaining provisions of this Section 7, Surface Owner (at its sole cost and expense) shall have the right from time to time to substitute alternative easements ("Substituted Easements") for all or any portion of a Related Easement when such substitution is reasonably necessary in order for Surface Owner to develop the Subject Property. All Substituted Easements shall be reasonably equivalent to the Related Easement (or portion thereof) for which it is being substituted, from the standpoint of terrain, subsurface conditions, directness of route to the Authorized Drill Site in question, freedom from obstructions and all other such circumstances. Any cost or expense (i) incurred by Mineral Owners as a result of the substitution of a Substituted Easement or (ii) required to make a Substituted Easement reasonably suitable for Mineral Owners' use, shall be borne by the then owners of the surface of the Subject Property affected thereby, including, without limitation, cost of surveys, relocating lines or other facilities, costs of encasing any pipelines or other lines as may be necessary and costs of construction of culverts, bridges and roadways at least equivalent to the Related Easement (or portion thereof) for which such substitution is made; and the owners of the surface shall deliver to Mineral Owners such bonds or other security that Mineral Owners may reasonably require to cover all such costs and expenses estimated by Mineral Owners, prior to any work being performed in connection with such Substituted Easement.

(b) In addition, if under the terms of law or regulation governing Mineral Development Activities, any governmental authority requires Mineral Owners or any mineral lessee to move or relocate any pipeline installed in connection with the Mineral Development Activities, then Surface Owner, to the full extent it has the ability to do so, agrees to cooperate with Mineral Owners to establish a new route or location to run such pipeline and to establish a Substituted Easement for such pipeline (or portion thereof which is required to be moved or relocated) in a manner so as to minimize, to the extent reasonably practical, the disruption to the Mineral Development Activities caused by moving or relocating such pipeline.

8. Subject to the terms and provisions of this Agreement, the Mineral Owners for themselves and their respective heirs, successors and assigns, hereby waives and forever releases and relinquishes any and all rights to enter onto, or to go upon or across, or to use the

surface of any part of the Subject Property for any Mineral Development Activities except as permitted by this Agreement or as otherwise permitted by the express written consent of the then owner of the surface estate on which such Mineral Development Activities will be conducted. Furthermore, the Mineral Owners hereby acknowledge and agree that all future leases or conveyances of all or any part of the Minerals now owned by the Mineral Owners shall be subject to and be burdened by the terms of this Agreement, and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to permit or conduct any Mineral Development Activities upon the surface of the Subject Property, except as permitted by this Agreement or as otherwise permitted by the express written consent of the then owner of the surface estate on which such Mineral Development Activities will be conducted.

9. Nothing herein shall be construed to limit development of Minerals by means not involving the use of the surface of the Subject Property, such as directional drilling from adjacent property or by pooling or unitization of the Subject Property with other lands. Mineral Owners shall have the right to authorize and permit directional drilling, tunneling and production of Minerals by any means from under the Subject Property, both from the Authorized Drill Sites and from sites which are not located on the Subject Property.

10. The provisions of this Agreement shall constitute covenants running with the Subject Property, both as to the surface and mineral estates thereunder. Such provisions shall bind and inure to the benefit of the Surface Owner (and all future owners of all or any part of the surface of the Subject Property) and the Mineral Owners (and all future owners or lessees of all or any part of the Minerals) now owned by Mineral Owners, their respective, successors and assigns, and the terms "Surface Owner" and "Mineral Owners" shall be construed accordingly.

11. The parties hereto agree that, upon receipt of a request from any other party hereto, the party so notified promptly will execute all reasonable instruments (i) to confirm or to state the effectiveness of this Agreement and the status of any matter arising hereunder, or (ii) to more fully confirm the intent of the parties hereto consistent with the terms of this Agreement.

12. All notices, demands or other communications of any type (herein collectively referred to as "Notices"), given by the Mineral Owners to the Surface Owner or by the Surface Owner to the Mineral Owners shall be in writing and delivered to the person to whom the Notice is directed, by United States Mail, as a Registered or Certified item, Return Receipt Requested. Notices shall be effective three (3) days after deposited in a post office or other depository under the care or custody of the United States Postal Service, with proper postage affixed, addressed, if to the Mineral Owners, to their addresses set forth opposite their names below; and addressed, if to the Surface Owner, to its address set forth opposite its name below.

Either party hereto may change the address for Notices specified above by giving the other party Notice of such change of address in the manner described above.

13. This Agreement may be executed in one document signed by each party or may be executed in any number of separate documents which shall be counterparts hereof, each of which shall have the same force and effect as an original instrument as if each party to the aggregate counterparts had signed the same document. If executed in separate counterparts, all such counterparts, when executed by one or more of the parties, shall constitute but one and the same instrument, and the pages of same may be aggregated to form a single document.

14. DAVIS GULF COAST, INC., as the mineral lessee under that certain oil and gas mineral lease dated, March 27, 2006, but effective April 21, 2006, the Memorandum of which is recorded in Volume 282, Page 491, of the real property records of Jackson County, Texas, covering certain minerals in, on and under a portion of the Subject Property, also joins in the execution of this Agreement for the purpose of agreeing to the terms and provisions of this Agreement in such capacity, and further agrees that all of its rights hereunder shall cease and terminate as to each of the Authorized Drill Sites and the Related Easements thereto upon termination of such lease as to the portion of the Property on which such Authorized Drill Sites and Related Easements are located.

15. Surface Owner covenants and agrees (i) not to take or support any actions which are intended to cause the any city or any other appropriate governmental entity or agency to fail to issue any permits, consents or authorizations to allow Mineral Development Activities to occur on the Authorized Drill Sites and Related Easements in the manner contemplated in this Agreement or on any property other than the Subject Property and (ii) not to seek or support any action to create a "qualified subdivision" of the Subject Property or

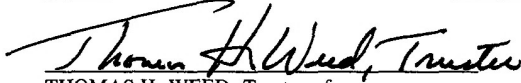
any other action affecting the Subject Property under The Mineral Use of Subdivision Land Act, Tex. Nat. Res. Code Ann., Section 92.001 et seq. (Vernon Supp. 1989) and/or any rules of the Texas Railroad Commission relating to same.

Executed on the dates set forth in the acknowledgments below, to be effective as of the last date on which all of the parties below have acknowledged this Agreement; provided, however, this Agreement shall not be effective and shall become null and void unless Surface Owner actually consummates the purchase of the Subject Property prior to January 15, 2007.

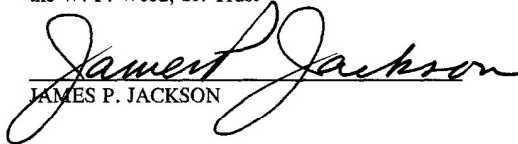
NAME:

MINERAL OWNERS:

ADDRESS:

  
THOMAS H. WEED, Trustee of  
the W. F. Weed, Sr. Trust

6159 Meadow Lake Ln  
Houston, Texas 77057-3521

  
JAMES P. JACKSON

P. O. Box 2325  
Wimberley, Texas 78676

\_\_\_\_\_  
PETER C. HOUGHTON

23206 Fallmist Court  
Katy, Texas 77494

\_\_\_\_\_  
JENNIFER C. HOUGHTON

409 Honeycomb Ridge  
Austin, Texas 78746

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AMANDA JACKSON HOCHENEDEL

19107 Classen Crest  
San Antonio, Texas 78258

\_\_\_\_\_  
MARY JO POULSON HALBIRT

1414 Nantucket  
Houston, Texas 77057

CAPITAL ONE, N.A., Successor Trustee of the WILLIAM  
A. FLETCHER REVOCABLE TRUST UA DTD 2/6/2000

By: \_\_\_\_\_  
CAROLYN MAYFIELD, Assistant Vice  
President and Trust Officer

P. O. Box 3928  
Beaumont, Texas 77704-3928

DAVIS GULF COAST, INC.

By: \_\_\_\_\_  
WILLIAM H. DAVIS, President

2800 Mid-Continent Tower  
Tulsa, Oklahoma 74103



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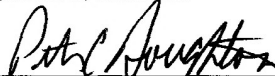
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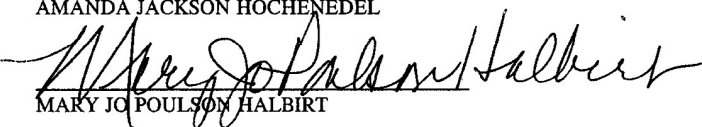
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By:  \_\_\_\_\_  
WILLIAM H. DAVIS, President


2800 Mid-Continent Tower  
Tulsa, Oklahoma 74103

NAME:

SURFACE OWNER:

ADDRESS:

LONE STAR LAND PARTNERS, LLC

By:  \_\_\_\_\_  
DAVY ROBERTS, Authorized Agent

20351 Highway 6  
Manvel, Texas 77578

NAME:

SURFACE OWNER:

ADDRESS:

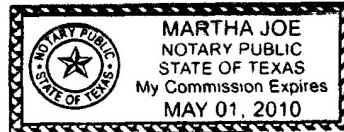
LONE STAR LAND PARTNERS, LLC

By: *Davy Roberts*  
DAVY ROBERTS, Authorized Agent

20351 Highway 6  
Manvel, Texas 77578

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

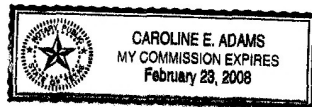
This instrument was acknowledged before me on December 21,, 2006, by THOMAS H. WEED as Trustee of the W. F. Weed, Sr. Trust.



*Martha Joe*  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

THE STATE OF TEXAS §  
§  
COUNTY OF HAYS §

This instrument was acknowledged before me on December 18, 2006, 2006, by JAMES P. JACKSON.



*Caroline E. Adams*  
Notary Public in the State of TEXAS  
Typed Name: Caroline E. Adams  
My Commission Expires: 2-23-08

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by PETER C. HOUGHTON.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:



NAME:

SURFACE OWNER:

ADDRESS:

LONE STAR LAND PARTNERS, LLC

By: 

DAVY ROBERTS, Authorized Agent

20351 Highway 6  
Manvel, Texas 77578

THE STATE OF TEXAS     §  
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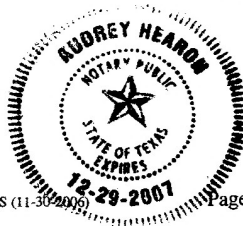
THE STATE OF TEXAS     §  
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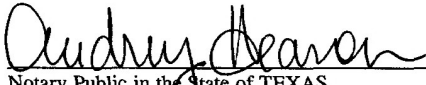
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\_\_\_\_\_  
Notary Public in the State of TEXAS  
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                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on December 20, 2006, 2006, by PETER C. HOUGHTON.

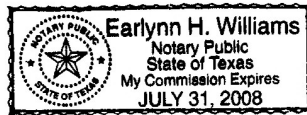


  
\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name: Audrey Hearon

My Commission Expires:

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on December, 2006, by JENNIFER C. HOUGHTON.



Earlynn H. Williams  
Notary Public in the State of TEXAS  
Typed Name: EARLYNN H. WILLIAMS  
My Commission Expires: 7/31/08

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by MARY JO POULSON HALBIRT.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by AMANDA JACKSON HOCHENEDEL.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

My Commission Expires:

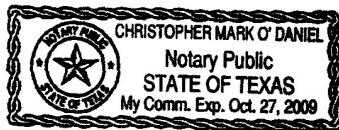
THE STATE OF TEXAS     §  
                                  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by JENNIFER C. HOUGHTON.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on DECEMBER 20<sup>TH</sup>, 2006, by MARY JO POULSON HALBIRT.



Ch O D  
Notary Public in the State of TEXAS  
Typed Name: CHRISTOPHER O'DANIEL  
My Commission Expires: OCTOBER 27, 2009

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by AMANDA JACKSON HOCHENEDEL.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

My Commission Expires:

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on \_\_\_\_\_, 2006, by JENNIFER C. HOUGHTON.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:


THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS     §

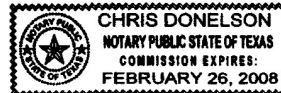
This instrument was acknowledged before me on \_\_\_\_\_, 2006, by MARY JO POULSON HALBIRT.

\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me on December 19, 2006, 2006, by AMANDA JACKSON HOCHENEDEL.

  
\_\_\_\_\_  
Notary Public in the State of TEXAS  
Typed Name: Chris Donelson  
My Commission Expires: 2/26/08



THE STATE OF TEXAS       §  
                                     §  
COUNTY OF JEFFERSON     §

BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN MAYFIELD, Assistant Vice President and Trust Officer of CAPITAL ONE, N.A., Successor Trustee of the WILLIAM A. FLETCHER REVOCABLE TRUST UA DTD February 6, 2000, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said banking corporation in the capacity therein stated and as the act and deed of said Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of Dec, 2006.



Linda S. Mullin  
Notary Public in the State of TEXAS  
Typed Name:  
My Commission Expires:

THE STATE OF OKLAHOMA   §  
                                     §  
COUNTY OF TULSA       §

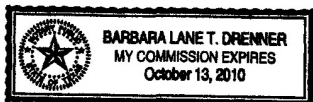
This instrument was acknowledged before me on \_\_\_\_\_, 2006, by WILLIAM H. DAVIS, Present of DAVIS GULF COST, INC., a Oklahoma corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in the State of OKLAHOMA  
Typed Name:  
My Commission Expires:

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF BRAZORIA     §

BEFORE ME, Barbara Lane T. Drenner, a notary public, on this day personally appeared DAVY ROBERTS, an Authorized Agent of LONE STAR LAND PARTNERS, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office this 9th day of January, A.D., 2007.

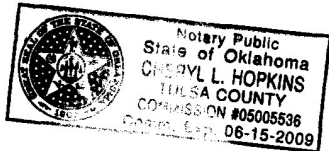


Barbara Lane T. Drenner  
Notary Public in the State of Texas  
Typed Name: Barbara Lane T. Drenner  
My Commission Expires: 10-13-2010

Typed Name:  
My Commission Expires:

THE STATE OF OKLAHOMA §  
§  
COUNTY OF TULSA §

This instrument was acknowledged before me on December 18<sup>th</sup>, 2006, by WILLIAM H. DAVIS, Present of DAVIS GULF COST, INC., a Oklahoma corporation, on behalf of said corporation.



Cheryl L. Hopkins  
Notary Public in the State of OKLAHOMA  
Typed Name: Cheryl L. Hopkins  
My Commission Expires: 06-15-2009

THE STATE OF TEXAS §  
§  
COUNTY OF BRAZORIA §

BEFORE ME, \_\_\_\_\_, a notary public, on this day personally appeared DAVY ROBERTS, an Authorized Agent of LONE STAR LAND PARTNERS, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2006.

\_\_\_\_\_  
Notary Public in the State of Texas  
Typed Name:  
My Commission Expires:

**LIST OF EXHIBITS:**

**EXHIBIT A** – Property Description of the Subject Property

**EXHIBIT B** – Property Description of the Authorized Drill Sites

**EXHIBIT C** – Property Description of the Related Easements

**LIST OF EXHIBITS:**

**EXHIBIT A** – Property Description of the Subject Property

**EXHIBIT B** – Property Description of the Authorized Drill Sites

**EXHIBIT C** – Property Description of the Related Easements



**EXHIBIT "A"**

**TO DRILL SITES AGREEMENT BY AND BETWEEN THOMAS H. WEED, TRUSTEE  
OF THE W. F. WEED, SR. TRUST, ET AL (AS MINERAL OWNERS) AND LONE STAR  
LAND PARTNERS, LLC (AS SURFACE OWNER)**

All of that certain tract or parcel containing 604.54 acres situated in the Francis G. Keller Survey, Abstract No. 37 of Jackson County, Texas and being all of the same property described as Tract I, Tract II, Tract III, Tract IV and Tract V in Exhibit "A" in Special Warranty Deed dated September 6, 1983 from Allied Bank of Texas, as successor trustee of the said Thomas H. Weed Trust, to Thomas H. Weed recorded in Volume 633, Page 719 of the Deed Records of Jackson County, Texas and also being all of the same property described as 40.13 acres in Warranty Deed dated September 13, 1978 from Margaret Ann Jackson Houghton, et al, to Thomas H. Weed recorded in Volume 571, Page 588 of the Deed records of Jackson County, Texas and also being all of the same property described as 11.184 acres in Deed dated March 10, 1972 from Margaret Ann Jackson Houghton, et al, to Thomas H. Weed recorded in Volume 462, Page 198 of the Deed Records of Jackson County, Texas. This 604.54 acres is more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with plastic cap set in the East line of State Highway No. 172 and at the Southwest corner of a 420 acre tract described in Deed Recorded in Volume 554, Page 370 of the Deed Records of Jackson County and at the Northwest corner of the above referenced Tract I for the lower Northwest corner of the 604.54 acres being described;

**THENCE** North 86° 52' 48" East, with the South line of the said 420 acre tract and the North line of the said Tract 1, pass an existing 5/8 inch iron rod located on line at a distance of 206.75 feet and continuing a total distance of 1991.12 feet to an existing concrete monument located at the lower Southeast corner of the said 420 acre tract and at the Southwest corner of the above referenced Tract II for an interior corner of this 604.54 acres being described;

**THENCE** North 03° 07' 12" West [deed call = North], with the West line of the said Tract 2 and an interior line of the said 420 acre tract, a distance of 1410.28 feet [deed call = 1410.28 feet] to a 5/8 inch iron rod with plastic cap set at an interior corner of the said 420 acre tract and at the Northwest corner of the said Tract II for the upper Northwest corner of this 604.54 acres being described;

**THENCE** North 86° 52' 48" East [deed call = East], with an interior line of the said 420 acre tract and the North line of the said Tract II and the North line of the above referenced Tract IV, pass a 5/8 inch iron rod with plastic cap set on line at a distance of 2593.42 feet and continuing a total distance of 2693.42 feet to the existing shore of Carancahua Bay and at the upper Southeast corner of the said 420 acre tract and at the Northeast corner of the said Tract IV for the upper Northeast corner of this 604.54 acres being described;

**THENCE** with the East line of the said Tract IV and Tract I the East line of the above referenced 11.184 acre and 40.13 acre tracts, along the existing shore of Carancahua Bay with the following meanders:

South 32°02'49" West, a distance of 77.99 feet;  
South 08°48'08" East, a distance of 56.63 feet;  
South 04°13'54" West, a distance of 52.82 feet;  
South 41°07'45" East, a distance of 68.62 feet;  
South 09°56'02" East, a distance of 50.69 feet;

South 08°23'09" West, a distance of 54.20 feet;  
South 36°47'58" West, a distance of 209.29 feet;  
South 23°06'01" West, a distance of 200.67 feet;  
South 27°24'52" West, a distance of 128.60 feet;  
South 16°53'35" West, a distance of 42.78 feet;  
South 12°09'05" East, a distance of 31.53 feet;  
South 23°15'37" East, a distance of 67.44 feet;  
South 17°11'13" West, a distance of 159.32 feet;  
South 04°22'09" East, a distance of 93.75 feet;  
South 24°10'51" East, a distance of 56.49 feet;  
South 77°02'17" East, a distance of 37.31 feet;  
South 14°54'28" East, a distance of 44.03 feet;  
South 35°09'00" East, a distance of 16.57 feet;  
South 04°30'41" East, a distance of 126.91 feet;  
South 24°23'10" East, a distance of 39.94 feet;  
South 52°29'35" East, a distance of 42.79 feet;  
South 32°56'58" East, a distance of 37.02 feet;  
South 55°12'11" East, a distance of 74.28 feet;  
South 33°18'23" East, a distance of 74.49 feet;  
South 40°22'42" East, a distance of 49.72 feet;  
South 84°13'49" East, a distance of 41.62 feet;  
South 50°37'53" East, a distance of 36.12 feet;  
South 83°41'49" East, a distance of 11.61 feet;  
South 57°33'51" East, a distance of 28.41 feet;  
South 67°01'08" East, a distance of 15.95 feet;  
South 82°34'45" East, a distance of 77.07 feet;  
North 71°32'38" East, a distance of 12.85 feet;  
South 64°06'25" East, a distance of 24.22 feet;  
South 72°05'15" East, a distance of 36.20 feet;  
South 66°59'54" East, a distance of 59.12 feet;  
South 56°04'19" East, a distance of 52.80 feet;  
South 17°19'43" East, a distance of 81.16 feet;  
South 02°47'25" West, a distance of 49.00 feet;  
South 36°57'30" West, a distance of 98.99 feet;  
South 18°13'21" West, a distance of 183.50 feet;  
South 12°49'20" West, a distance of 144.39 feet;  
South 08°36'28" West, a distance of 143.07 feet;  
South 03°18'30" West, a distance of 102.14 feet;  
South 00°50'18" East, a distance of 96.09 feet;  
South 02°57'29" East, a distance of 69.61 feet;  
South 08°07'43" East, a distance of 71.87 feet;  
South 16°03'29" East, a distance of 91.38 feet;  
South 23°59'07" East, a distance of 78.30 feet;  
South 31°10'44" East, a distance of 93.65 feet;  
South 47°32'36" East, a distance of 55.81 feet;

South 33°06'57" East, a distance of 28.06 feet;  
 South 55°15'08" East, a distance of 58.33 feet;  
 South 44°24'37" East, a distance of 64.59 feet;  
 South 37°02'08" East, a distance of 76.79 feet;  
 South 54°31'04" East, a distance of 112.71 feet;  
 South 68°59'10" East, a distance of 135.26 feet;  
 South 76°57'18" East, a distance of 64.00 feet;  
 North 88°54'47" East, a distance of 79.09 feet;  
 North 77°40'22" East, a distance of 73.29 feet;  
 South 83°13'47" East, a distance of 24.67 feet;  
 South 67°43'19" East, a distance of 47.05 feet;  
 South 78°56'10" East, a distance of 80.41 feet;  
 South 46°44'41" East, a distance of 65.80 feet;  
 South 31°39'27" East, a distance of 145.39 feet;  
 South 25°25'06" East, a distance of 117.20 feet;  
 South 15°17'34" East, a distance of 82.89 feet;  
 South 19°37'39" East, a distance of 105.96 feet;  
 South 24°58'53" East, a distance of 152.59 feet;  
 South 30°54'47" East, a distance of 77.79 feet;  
 South 31°54'02" East, a distance of 121.29 feet;  
 North 48°17'59" East, a distance of 5.36 feet;

South 41°23'26" East, a distance of 25.52 feet to the upper Northeast corner of a 30.14 acre tract described in Deed Recorded in Volume 253, Page 451 of the Official Records of Jackson County and the Southeast corner of the said 40.13 acre tract for the upper Southeast corner of this 604.54 acres being described;

**THENCE** South 87° 06' 14" West [deed call = East], with the North line of the said 30.14 acre tract and the North line of a 110.1 acre tract described in Deed Recorded in Volume 210, Page 266 of the Official Records of Jackson County and with the South line of the said 40.13 acre tract, pass an existing 5/8 inch iron rod located on line at a distance of 54.44 feet and continuing a total distance of 2275.64 feet [deed call = 2353.0 feet] to an existing concrete post located in the East line of the said Tract V and at the Northwest corner of the said 110.1 acre tract and at the Southwest corner of the said 40.13 acre tract for an interior corner of this 604.54 acres being described;

**THENCE** South 02° 24' 22" East [deed call = North], with the West line of the said 110.1 acre tract and the East line of the said Tract V and the East line of the above referenced Tract III, a distance of 2499.16 feet to a 5/8 inch iron rod with plastic cap set in the North Right-of-Way line of County Road No. 302 and at the Southwest corner of the said 110.1 acre tract and the Southeast corner of the said Tract III for the lower South corner of this 604.54 acres being described;

**THENCE** South 87° 25' 35" West [deed call = East], with the North Right-of-Way line of County Road No. 302 and the South line of the said Tract III, a distance of 3388.00 feet [deed call = 3388 feet] to the intersection of the North line of County Road No. 302 and the East line of State Highway No. 172 and at the Southwest corner of the said Tract III for the Southwest corner of this 604.54 acres being described;

**THENCE** with the East line of State Highway No. 172 and the West line of the said Tract III along a curve to the left with a Radius of 11509.16 feet and Delta of  $02^{\circ} 38' 30''$  and a Long Chord of North  $05^{\circ} 25' 43''$  West a distance of 530.60 feet to a 5/8 inch iron rod with plastic cap set for a corner of this 604.54 acres being described;

**THENCE** North  $06^{\circ} 44' 58''$  West, with East line of State Highway No. 172 and the West line of the said Tracts III, V and I, a distance of 4177.77 feet to a 5/8 inch iron rod with plastic cap set for a corner of this 604.54 acres being described;

**THENCE** with the East line of State Highway No. 172 and the West line of the said Tract I along a curve to the right with a Radius of 11409.16 feet and Delta of  $02^{\circ} 54' 14''$  and a Long Chord of North  $05^{\circ} 17' 51''$  West a distance of 578.18 feet to the **PLACE OF BEGINNING**, containing within these metes and bounds 604.54 acres.

**EXHIBIT "B"**

**TO DRILL SITES AGREEMENT BY AND BETWEEN THOMAS H. WEED, TRUSTEE  
OF THE W. F. WEED, SR. TRUST, ET AL (AS MINERAL OWNERS) AND LONE STAR  
LAND PARTNERS, LLC (AS SURFACE OWNER)**

**DRILL SITE NO. 1**

All of that certain tract or parcel containing 2.07 acres situated in the Francis G. Keller Survey, Abstract No. 37 of Jackson County, Texas and being part of the same property described as Tract V in Exhibit "A" in Special Warranty Deed dated September 6, 1983 from Allied Bank of Texas, as successor trustee of the said Thomas H. Weed Trust, to Thomas H. Weed recorded in Volume 633, Page 719 of the Deed Records of Jackson County, Texas. This 2.07 acres is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the East line of State Highway No. 172 and at the Southwest corner of a 420 acre tract described in Deed recorded in Volume 554, Page 370 of the Deed Records of Jackson County and at the Northwest corner of Tract I also described in the above referenced Exhibit "A";

THENCE with the East line of State Highway No. 172 and the West line of the said Tract I along a curve to the left with a Radius of 11409.16 feet and Delta of 02° 54' 14" and a Long Chord of South 05° 17' 51" East a distance of 578.18 feet;

THENCE South 06° 44' 58" East, with East line of State Highway No. 172 and the West line of the said Tract I and the above referenced Tract V, a distance of 3258.61 feet to the Southwest corner of a 30.00 Foot Wide Access and Pipeline Easement also surveyed on this day;

THENCE North 83° 15' 02" East, with the South line of the said Access and Pipeline Easement, a distance of 236.33 feet to a 5/8 inch iron rod with plastic cap set for a corner of the said Access and Pipeline Easement for the Southwest corner and the PLACE OF BEGINNING of this 2.07 acres being described;

THENCE North 06° 44' 58" West, pass another corner of the said Access and Pipeline Easement at a distance of 30.00 feet and continuing a total distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Northwest corner of this 2.07 acres being described;

THENCE North 83° 15' 02" East a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Northeast corner of this 2.07 acres being described;

THENCE South 06° 44' 58" East a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Southeast corner of this 2.07 acres being described;

THENCE South 83° 15' 02" West a distance of 300.00 feet to the PLACE OF BEGINNING, containing within these metes and bounds 2.07 acres.

The bearings recited herein are Texas State Plane Coordinates, South Central Zone NAD 83 and the distances and area recited herein are surface data.

DRILL SITE NO. 2

All of that certain tract or parcel containing 2.07 acres situated in the Francis G. Keller Survey, Abstract No. 37 of Jackson County, Texas and being part of the same property described as Tract I and Tract V in Exhibit "A" in Special Warranty Deed dated September 6, 1983 from Allied Bank of Texas, as successor trustee of the said Thomas H. Weed Trust, to Thomas H. Weed recorded in Volume 633, Page 719 of the Deed Records of Jackson County, Texas. This 2.07 acres is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the East line of State Highway No. 172 and at the Southwest corner of a 420 acre tract described in Deed recorded in Volume 554, Page 370 of the Deed Records of Jackson County and at the Northwest corner of the above referenced Tract I;

THENCE with the East line of State Highway No. 172 and the West line of the said Tract I along a curve to the left with a Radius of 11409.16 feet and Delta of 02° 54' 14" and a Long Chord of South 05° 17' 51" East a distance of 578.18 feet;

THENCE South 06° 44' 58" East, with East line of State Highway No. 172 and the West line of the said Tract I, a distance of 1758.53 feet to a corner of a 30.00 Foot Wide Access and Pipeline Easement also surveyed on this day;

THENCE North 88° 27' 26" East a distance of 2403.16 feet to a 5/8 inch iron rod with plastic cap set at a corner of the said Access and Pipeline Easement for the Southwest corner and the PLACE OF BEGINNING of this 2.07 acres being described;

THENCE North 08° 13' 42" West, pass another corner of the said Access and Pipeline Easement at a distance of 30.21 feet and continuing a total distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Northwest corner of this 2.07 acres being described;

THENCE North 81° 46' 18" East a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Northeast corner of this 2.07 acres being described;

THENCE South 08° 13' 42" East a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Southeast corner of this 2.07 acres being described;

THENCE South 81° 46' 18" West a distance of 300.00 feet to the PLACE OF BEGINNING, containing within these metes and bounds 2.07 acres.

The bearings recited herein are Texas State Plane Coordinates, South Central Zone NAD 83 and the distances and area recited herein are surface data.

DRILL SITE NO. 3

All of that certain tract or parcel containing 2.07 acres situated in the Francis G. Keller Survey, Abstract No. 37 of Jackson County, Texas and being part of the same property described as Tract I in Exhibit "A" in Special Warranty Deed dated September 6, 1983 from Allied Bank of Texas, as successor trustee of the said Thomas H. Weed Trust, to Thomas H. Weed recorded in Volume 633, Page 719 of the Deed Records of Jackson County, Texas. This 2.07 acres is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the East line of State Highway No. 172 and at the Southwest corner of a 420 acre tract described in Deed recorded in Volume 554, Page 370 of the Deed Records of Jackson County and at the Northwest corner of the above referenced Tract I;

THENCE, with the East line of State Highway No. 172 and the West line of the said Tract I, along a curve to the left with a Radius of 11409.16 feet and Delta of 00° 03' 01" and a Long Chord of South 03° 52' 15" East a distance of 10.00 feet to the Northwest corner of a 30.00 Foot Wide Access and Pipeline Easement also surveyed on this day;

THENCE North 86° 52' 48" East a distance of 2952.26 feet to a 5/8 inch iron rod with plastic cap set for a corner of the said Access and Pipeline Easement and for the Northwest corner and PLACE OF BEGINNING of this 2.07 acres being described;

THENCE North 86° 52' 48" East a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Northeast corner of this 2.07 acres being described;

THENCE South 03° 07' 12" East a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Southeast corner of this 2.07 acres being described;

THENCE South 86° 52' 48" West a distance of 300.00 feet to a 5/8 inch iron rod with plastic cap set for the Southwest corner of this 2.07 acres being described;

THENCE North 03° 07' 12" West, pass a corner of the said Access and Pipeline Easement at a distance of 270.00 feet and continuing a total distance of 300.00 feet to the PLACE OF BEGINNING, containing within these metes and bounds 2.07 acres.

The bearings recited herein are Texas State Plane Coordinates, South Central Zone NAD 83 and the distances and area recited herein are surface data.



**EXHIBIT "C"**

**TO DRILL SITES AGREEMENT BY AND BETWEEN THOMAS H. WEED, TRUSTEE  
OF THE W. F. WEED, SR. TRUST, ET AL (AS MINERAL OWNERS) AND LONE STAR  
LAND PARTNERS, LLC (AS SURFACE OWNER)**

**30.00 FOOT WIDE ACCESS AND PIPELINE EASEMENT**

All of that certain tract or parcel containing 6.42 acres situated in the Francis G. Keller Survey, Abstract No. 37 of Jackson County, Texas and being part of the same property described as Tract I and Tract V in Exhibit "A" in Special Warranty Deed dated September 6, 1983 from Allied Bank of Texas, as successor trustee of the said Thomas H. Weed Trust, to Thomas H. Weed recorded in Volume 633, Page 719 of the Deed Records of Jackson County, Texas. This 6.42 acres is more particularly described by metes and bounds as follows:

COMMENCING at an existing 5/8 inch iron rod located in the East line of State Highway No. 172 and at the Southwest corner of a 420 acre tract described in Deed recorded in Volume 554, Page 370 of the Deed Records of Jackson County and at the Northwest corner of the above referenced Tract I;

THENCE with the East line of State Highway No. 172 and the West line of the said Tract I along a curve to the left with a Radius of 11409.16 feet and Delta of 00° 03' 01" and a Long Chord of South 03° 52' 15" East a distance of 10.00 feet to the Northwest corner and PLACE OF BEGINNING of this 6.42 acres being described;

THENCE North 86° 52' 48" East a distance of 2952.26 feet to a 5/8 inch iron rod with plastic cap set for the Northwest corner of a 2.07 acre tract designed as Drill Site No. 3 also surveyed on this day for a corner of this 6.42 acres being described;

THENCE South 03° 07' 12" East, with the West line of the said Drill Site No. 3, a distance of 30.00 feet for a corner of this 6.42 acres being described;

THENCE South 86° 52' 48" West a distance of 2911.80 feet for an interior corner of this 6.42 acres being described;

THENCE with a curve to the left with a Radius of 11369.16 feet and Delta of 02° 42' 10" and a Long Chord of South 05° 23' 55" East a distance of 536.25 feet for a corner of this 6.42 acres being described;

THENCE South 06° 44' 58" East a distance of 1731.93 feet for an interior corner of this 6.42 acres being described;

THENCE North 88° 27' 26" East a distance of 2362.22 feet to the West line of another 2.07 acre tract designed as Drill Site No. 2 also surveyed on this day for a corner of this 6.42 acres being described;

THENCE South 08° 13' 42" East, with the West line of the said Drill Site No. 2, a distance of 30.21 feet to a 5/8 inch iron rod with plastic cap set for the Southwest corner of the said Drill Site No. 2 and for a corner of this 6.42 acres being described;

THENCE South 88° 27' 26" West a distance of 2363.00 feet for an interior corner of this 6.42 acres being

described;

THENCE South  $06^{\circ} 44' 58''$  East a distance of 1466.43 feet for an interior corner of this 6.42 acres being described;

THENCE North  $83^{\circ} 15' 02''$  East a distance of 196.33 feet to the West line of another 2.07 acre tract designed as Drill Site No. 1 also surveyed on this day for a corner of this 6.42 acres being described;

THENCE South  $06^{\circ} 44' 58''$  East, with the West line of the said Drill Site No. 1, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap set for the Southwest corner of the said Drill Site No. 1 and for a corner of this 6.42 acres being described;

THENCE South  $83^{\circ} 15' 02''$  West a distance of 236.33 feet to the East line of State Highway No. 172 and the West line of the above referenced Tract V for the Southwest corner of this 6.42 acres being described;

THENCE North  $06^{\circ} 44' 58''$  West, with the West line of the said Tract V and the East line of State Highway No. 172, a distance of 30.00 feet to a corner of this 6.42 acres being described;

THENCE North  $83^{\circ} 15' 02''$  East a distance of 10.00 feet for an interior corner of this 6.42 acres being described;

THENCE North  $06^{\circ} 44' 58''$  West a distance of 1469.16 feet for an interior corner of this 6.42 acres being described;

THENCE South  $88^{\circ} 27' 26''$  West a distance of 10.04 feet to the East line of State Highway No. 172 and the West line of the said Tract I for a corner of this 6.42 acres being described;

THENCE North  $06^{\circ} 44' 58''$  West, with the West line of the said Tract I and the East line of State Highway No. 172, a distance of 30.12 feet to a corner of this 6.42 acres being described;

THENCE North  $88^{\circ} 27' 26''$  East a distance of 10.04 feet for an interior corner of this 6.42 acres being described;

THENCE North  $06^{\circ} 44' 58''$  West a distance of 1729.25 feet for a corner of this 6.42 acres being described;

THENCE with a curve to the right with a Radius of 11399.16 feet and Delta of  $02^{\circ} 42' 09''$  and a Long Chord of North  $05^{\circ} 23' 55''$  West a distance of 537.61 feet for a corner of this 6.42 acres being described;

THENCE South  $86^{\circ} 52' 48''$  West a distance of 10.00 feet to the East line of State Highway No. 172 and in the West line of the said Tract I for a corner of this 6.42 acres being described;

THENCE with a curve to the right with a Radius of 11409.16 feet and Delta of  $00^{\circ} 09' 02''$  and a Long Chord of North  $30^{\circ} 58' 16''$  West a distance of 30.00 feet to the PLACE OF BEGINNING, containing within these metes and bounds 6.42 acres.

The bearings recited herein are Texas State Plane Coordinates, South Central Zone NAD 83 and the distances and area recited herein are surface data.

*Return to:*

AMERICAN TITLE COMPANY  
6516 BROADWAY SUITE #144  
PEARLAND TX 77581

*Attn: Jeri Larson*

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63699

AGREEMENT

WEED W F SR TRUST ET AL

TO

WEED W F SR TRUST ET AL

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FILED FOR RECORD THIS THE 18th day of  
January A.D., 2007 at 01:30 P.M.

KENNETH W. MCELVEEN, COUNTY CLERK  
JACKSON COUNTY, TEXAS

By  Deputy  
12/18/2006 Dora Gonzales Fee: \$ 120.00

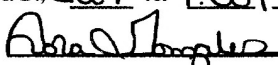
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Filed by: GUARANTY ABSTRACT COMPANY  
116 WEST MAIN  
P. O. BOX 626  
EDNA, TEXAS 77957

Return to: GUARANTY ABSTRACT COMPANY  
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EDNA, TEXAS 77957

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Recorded this the 6th Day of February A. D., 2007 At 1:00 P. M.  
KENNETH W. MCELVEEN, COUNTY CLERK By  Deputy.

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