

CAUSE NO. 08-12-14969-CV

**EXXON MOBIL CORPORATION
EXXONMOBIL PRODUCTION
COMPANY,**

Plaintiffs

v.

ELIZABETH BURNS,

Defendant

IN THE DISTRICT COURT OF

BROOKS COUNTY, TEXAS

79th JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

On this day came on to be considered the above-entitled and numbered cause in which Exxon Mobil Corporation and ExxonMobil Production Company are Plaintiffs ("ExxonMobil" collectively) and Elizabeth Burns is Defendant ("Burns"). The parties, appearing by and through their attorneys of record, have made the following stipulations and agree to the entry of this Final Judgment and Permanent Injunction.

It is stipulated that the parties have compromised and settled this dispute as described more fully below. It is further stipulated the Defendant Burns agrees to and does not contest the entry of this Final Judgment and Permanent Injunction.

The Court then proceeded to read the pleadings and stipulations of the parties, and it appears to the Court that the parties agree to the entry of this judgment and that they have approved entry of this judgment.

The Court makes, and the parties agree upon, the following findings of fact and conclusions of law:

1. ExxonMobil sued Burns seeking both temporary and permanent injunctive relief. In addition, ExxonMobil asserted claims of trespass, tortious interference, and declaratory relief. Burns generally denies ExxonMobil's allegations.

2. The parties seek to resolve the claims of trespass and for injunctive relief as set forth in this Agreed Final Judgment and Permanent Injunction. The parties seek to preserve all other rights, causes of actions and defenses thereto with respect to the remaining claims.

3. ExxonMobil is entitled to possession of that 18.365 acre tract of real property located on the Encinitos Ranch (Tract 1) and more particularly described in the deed from J.C. McGill, Jr., *et al.* to Humble Oil & Refining Company dated September 8, 1948, and recorded in Volume 31, page 499 *et. seq.* Deed Records, Brooks County, Texas (the "Deed"), a copy of which is attached hereto as Exhibit 1, and pursuant to the Deed has the right to exclude Burns from Tract 1.

4. ExxonMobil is entitled to possession of that 35.354 acre tract of real property adjacent to Tract 1 on the Encinitos Ranch (Tract 2) and more particularly described in the lease agreement between J.C. McGill, Jr., *et al.* as Lessors and Humble Oil and Refining Company as Lessee dated May 24, 1965, and recorded in Volume 69, page 365 *et. seq.*, Oil, Gas and Mineral Lease Records, Brooks County, Texas (the "Surface Lease"), a copy of which is attached hereto as Exhibit 2, and pursuant to the Surface Lease has the right to exclude Burns from Tract 2.

5. Burns has entered onto Tracts 1 and 2 without the consent of ExxonMobil.

IT IS, THEREFORE ORDERED, that Burns be and hereby is restrained and enjoined

from the following:

(1) coming onto that 18.365 acre tract of real property located on the Encinitos Ranch and described above as Tract 1.

(2) coming onto that 35.354 acre tract of real property adjacent to Tract 1 on the Encinitos Ranch and described above as Tract 2.

IT IS FURTHER ORDERED that the injunction shall be effective from the date of entry of this judgment and shall continue in force and effect so long as ExxonMobil, or its successors or assigns, remains in possession of Tract 1 and Tract 2, or either of them.

The Clerk of the Court is hereby directed to issue a Writ of Permanent Injunction to Defendant Elizabeth Burns and to issue such Writs of Execution or other process necessary to enforce this Agreed Final Judgment and Permanent Injunction.

IT IS FURTHER ORDERED that all costs of court expended or incurred in this case is borne by the party incurring same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that ExxonMobil's claims of: (1) tortuous interference, (2) declaratory relief, and (3) for injunctive relief prohibiting Burns from hindering or interfering with ExxonMobil's operations under the Oil and Gas Leases have not been adjudicated by this Court, are expressly excluded from determination, and are hereby dismissed without prejudice. These claims (and any defenses thereto) may be asserted in the future and this Agreed Final Judgment and Permanent Injunction shall have no preclusive effect on ExxonMobil and/or Burns, nor shall the rights of ExxonMobil or Burns be affected by this Agreed Final Judgment and Permanent

Injunction, with respect to the claims dismissed without prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court expressly excludes from determination any claims, whether known or unknown, that could have been asserted by ExxonMobil or Burns in this action. These claims (and any defenses thereto) may be asserted in the future and this Agreed Final Judgment and Permanent Injunction shall have no preclusive effect on ExxonMobil and/or Burns, nor shall the rights of ExxonMobil or Burns be affected by this Agreed Final Judgment and Permanent Injunction, with respect to the claims that could have been asserted by ExxonMobil or Burns in this action.

All other relief not expressly granted herein is hereby denied.

Signed this ____ day of _____, 2009.

JUDGE PRESIDING

Agreed by:

EXXON MOBIL CORPORATION

By [Signature]
Its Operations Manager

EXXONMOBIL PRODUCTION COMPANY

By [Signature]
Its Operations Manager

[Signature]
Elizabeth Burns