

Exhibit A

CAUSE NO. 08-12-14969cv

FILED

EXXONMOBIL CORPORATION,
EXXONMOBIL PRODUCTION
COMPANY,

Plaintiffs,

vs.

ELIZABETH BURNS,

Defendant.

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IN THE DISTRICT COURT OF

2008 DEC 17 A 11: 20

NOE GUERRA, JR.
DIST. CLERK, BROOKS CO. TX

BROOKS COUNTY, TEXAS

[Signature] DEPUTY

79TH JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION AND APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND TEMPORARY AND PERMANENT INJUNCTIONS**

Plaintiffs Exxon Mobil Corporation and ExxonMobil Production Company (collectively, "ExxonMobil") file this Original Petition and Application for Temporary Restraining Order and Temporary and Permanent Injunctions against Defendant Elizabeth Burns ("Burns") and would show the Court as follows:

I.

Discovery Level

1. Discovery is appropriate in accordance with a Level Three Discovery Control Plan under Rule 190.4 of the Texas Rules of Civil Procedure.

II.

Summary of Request for Injunctive Relief

2. Burns resides on and assists in managing a 38,000 acre ranch, known as the Encinitos Ranch, which is located in part in Brooks County, Texas. ExxonMobil conducts oil and gas operations on the Encinitos Ranch under two separate oil and gas leases. In addition to the oil and gas leases, ExxonMobil owns surface leases covering two adjacent tracts within the Encinitos Ranch. ExxonMobil constructed what is known as the Kelsey Gas Plant or Kelsey Gas Compression Station on these two leased tracts. These tracts ("Tract 1 and Tract 2") have been

leased by ExxonMobil, or its predecessors, for decades and the Kelsey Gas Compressor Station has been operating for decades as well.

3. Under the leases and long standing Texas law, ExxonMobil has the exclusive right of possession and use of Tract 1 and Tract 2. Despite ExxonMobil's repeated requests to stay off the two adjacent tracts, Burns continues to trespass and interfere with the operations thereon. Not only should Burns' trespasses and interferences be enjoined because Burns has no legal right to enter these areas, but Burns should also be enjoined for her own safety and the safety of others due to the highly flammable hydrocarbons under high pressures. ExxonMobil, therefore, seeks a temporary restraining order and temporary and permanent injunctions against Burns, which would prohibit Burns from coming onto Tract 1 and Tract 2. ExxonMobil is in no way seeking injunctive relief that would prevent Burns or any other authorized person from accessing the other portions of the Encinitos Ranch which are not within ExxonMobil's exclusive right of possession and use so long as Burns is not interfering with ExxonMobil's operations at the Kelsey Gas Compressor Station or its operations under the oil and gas leases. Of course, ExxonMobil has no objection to the entrance of appropriate regulatory authorities and/or agencies on Tract 1 or Tract 2 as permitted by law.

III. Evidence

4. In support of its Original Petition and Application for Temporary Restraining Order and Temporary and Permanent Injunctions, ExxonMobil relies upon and incorporates into this pleading true and correct copies of the following exhibits:

- (a) Affidavit of Ivy R. Phillips and the documents attached as Exhibits 1 through 2 (attached hereto at Tab A);
- (b) Affidavit of Stephen J. Johnson (attached hereto at Tab B); and

(c) Exhibits 3, 4, 5, 6, 7, 8, 9, 10 (attached hereto at Tab C).

IV.
Parties

5. ExxonMobil Corporation is a New Jersey Corporation doing business in the state of Texas.

6. ExxonMobil Production Company is a company doing business in the state of Texas.

7. Burns is an individual residing in Brooks County, Texas who may be served with process at her residence at 3684 FM 755, Encino, Brooks County, Texas 78353-6408

V.
Venue

8. Venue of this action is proper in this county under Section 65.023 of the Texas Civil Practices & Remedies Code, which requires that a "writ for injunction against a party who is a resident of this state shall be tried in a district or county court in the county in which the party is domiciled." Burns resides in Brooks County. Section 65.023 is a mandatory venue statute that applies to suits in which the relief sought is purely or primarily injunctive. *In re Continental Airlines, Inc.*, 988 S.W.2d 733, 736 (Tex. 1998). To extent Section 15.011 of the Texas Civil Practices and Remedies Code may apply, which is also a mandatory venue provision, venue is still proper in Brooks County because the real property at issue in this suit is located in Brooks County, Texas.

VI.
Facts

9. The Encinitos Ranch is a sole proprietorship family ranching operation owned, managed and run by Mary Drucilla Burns and her family including Burns, the daughter-in-law of Mary Drucilla Burns (collectively, the "Burns Family"). J.C. McGill, Jr. et. al., which includes members of the Burns Family, leased most of the oil and gas interests under the Encinitos Ranch

to Humble Oil & Refining Company ("Humble Oil") as the lessee of oil and gas interests by Oil, Gas, and Mineral leases dated February 27, 1935 and September 9, 1941 (collectively, the "Oil and Gas Leases"). The members of the Burns Family are McGill heirs, many of whom own royalty interests under the Oil and Gas Leases. Affidavit of Ivy R. Phillips, ¶ 5.

10. In 1948, separate and apart from the Oil and Gas Leases, J.C. McGill, Jr. et. al., which includes members of the Burns Family, conveyed by deed dated September 8, 1948, and recorded in Vol. 31, p. 499 et seq., Deed Records, Brooks County, Texas (the "Deed"), a 18.365-acre tract located on the Encinitos Ranch to Humble Oil ("Tract 1") for a term of 80 years. Affidavit of Ivy R. Phillips, ¶ 6. A true and correct copy of the Deed conveying Tract 1 is attached as Exhibit "1" to the Affidavit of Ivy R. Phillips, and is incorporated herein by reference for all purposes. See Ex. 1 for the legal description of Tract 1. The Deed gave Humble Oil the exclusive right to possession and use of the surface of the land located on Tract 1.

11. In May 1965, J.C. McGill, Jr. et. al., which includes members of the Burns Family, leased to Humble Oil a 35.354-acre tract adjacent to Tract 1 ("Surface Lease"). The Surface Lease gave Humble Oil the exclusive right to possession and use of the surface of the land located on the 35.354-acre tract adjacent to Tract 1 ("Tract 2"). Affidavit of Ivy R. Phillips, ¶ 7. A true and correct copy of the Surface Lease is attached as Exhibit "2" to the Affidavit of Ivy R. Phillips. See Ex. 2 for the legal description of Tract 2.

12. After the Deed conveying Tract 1 in 1948 and the Surface Lease leasing Tract 2 in 1965, Humble Oil operated a natural gas compressor station/plant located on Tracts 1 and/or 2 ("Kelsey Compressor Station"). Affidavit of Ivy R. Phillips, ¶ 8. ExxonMobil is successor-in interest to Humble Oil's rights under the Oil and Gas Leases, the Deed and the Surface Lease. Affidavit of Ivy R. Phillips, ¶ 8. Therefore, the Deed and the Surface Lease give ExxonMobil

the exclusive right of possession and use of Tracts 1 and 2, respectively. ExxonMobil is a successor-in-interest to the Kelsey Compressor Station (i.e., ExxonMobil now owns and operates the Kelsey Compressor Station). Affidavit of Ivy R. Phillips, ¶ 8.

13. The Kelsey Compressor Station and the areas near it contain highly flammable hydrocarbons which are under high pressures. The Kelsey Compressor Station is staffed and operated by ExxonMobil employees. These employees are subject to numerous safety rules and regulations regarding the operation of the Kelsey Compressor Station. When entering the Kelsey Compressor Station, they must have appropriate safety equipment and must follow all of the rules and regulations. Affidavit of Stephen J. Johnson, ¶ 3, a true and correct copy of which is attached hereto at Tab B.

14. Despite repeated requests by ExxonMobil to refrain from entering Tracts 1 and 2 including the Kelsey Compressor Station, Burns has and continues to enter onto these tracts by way of trespass and interference with operations. Affidavit of Stephen J. Johnson, ¶ 4.. These trespasses and/or interferences violate ExxonMobil's exclusive rights under the Deed and Surface Lease and jeopardize the health and safety of Burns and others. In order to illustrate the nature of Burns' conduct, the following examples are provided which are in no way intended to be an exhaustive list of Burns' trespasses and/or interferences: (1) on December 9, 2008, Burns entered Tracts 1 and/or 2 including the Kelsey Compressor Station without proper authorization; and (2) on December 10, 2008, Burns entered Tracts 1 and/or 2 including the Kelsey Compressor Station without proper authorization.

15. On December 9, 2008, representatives from the Texas Commission on Environmental Quality ("TCEQ") were present at the Kelsey Compressor Station. Burns arrived at the Kelsey

Compressor Station shortly after TCEQ and refused to vacate the area when asked by ExxonMobil. Affidavit of Stephen J. Johnson, ¶ 5.

16. On December 10, 2008, Burns entered Tracts 1 and/or 2 by going over or through a fence which surrounds the Kelsey Compressor Station. Affidavit of Stephen J. Johnson, ¶ 6.

17. ExxonMobil is currently involved in litigation with the Encinitos Ranch to which Burns individually is not a party. See Exhibits 3, 4, 5, 6, 7, 8, 9, and 10 attached hereto at Tab C. Exhibits 3 through 10 are letters from Counsel for ExxonMobil to Counsel for the Encinitos Ranch dated March 2008 to the present (the "Letters"). The Letters notify the Encinitos Ranch of Burns' conduct, request that Burns stop trespassing and/or interfering, and request for meetings to discuss the issues. Exs. 3-10.

18. Burns not only repeatedly interferes with the operations on Tracts 1 and 2 including operations at the Kelsey Compressor Station, but Burns repeatedly intentionally interferes with ExxonMobil's operations pursuant to the Oil and Gas Leases on other parts of the Encinitos Ranch. See Exs. 3-10.

19. ExxonMobil is in no way seeking injunctive relief that would prevent Burns and/or any other authorized person from accessing the other portions of the Encinitos Ranch which are not within ExxonMobil's exclusive right of possession and use provided she does not interfere with ExxonMobil's operations. In addition, ExxonMobil has no objection to the entrance of appropriate regulatory authorities and/or agencies on Tracts 1 or 2 as permitted by law.

20. For these foregoing reasons and pursuant to Texas Civil Practice & Remedies Code §§65.001 and 65.011, Texas Rule of Civil Procedure 682, and other applicable authority, ExxonMobil requests that Burns, her agents, servants, employees, representatives, and those in active concert or in participation with her be enjoined, directly or indirectly from: (1) coming

onto Tract 1 including entering the Kelsey Compressor Station; and (2) coming onto Tract 2 including entering the Kelsey Compressor Station. Unless Burns, her agents, servants, employees, representatives, and those in active concert or in participation with her are enjoined in the manner requested, ExxonMobil will suffer imminent and irreparable injury, loss, and damage for which there is no adequate remedy at law because Plaintiff is interfering with Defendant's peaceful possession, use and engagement of its real property. The safety of ExxonMobil's employees, contractors, and any individual on or near ExxonMobil's operations is its key priority. Burns' repeated trespasses and/or interferences on ExxonMobil's operating areas put the safety of Burns, ExxonMobil's employees and contractors, and others at risk.

21. If these events continue to occur, ExxonMobil's exclusive property rights will continue to be interfered with and the health and safety of Burns and others will continue to be jeopardized.

22. The harm threatened by Burns' actions are both imminent and irreparable because Burns has shown that despite the Deed, the Surface Lease and repeated oral and written requests by ExxonMobil to stay off of Tracts 1 and 2, including not entering the Kelsey Compressor Station, Burns continues to trespass and interfere. As a result, ExxonMobil must act to protect its rights under the Deed and the Surface Lease and to protect the safety of Burns and others.

23. ExxonMobil will likely prevail on the merits and probably recover the relief it seeks under the claim it has asserted in this petition. Injunctive relief is sought for the purpose of restoring and protecting ExxonMobil's rights under the Deed, the Surface Lease and the health and safety of Burns and others.

A. Application for Temporary Restraining Order

24. The foregoing allegations are incorporated in this Application by reference.

25. Pursuant to Texas Rule of Civil Procedure 680, Texas Civil Practice & Remedies Code §§65.001 & 65.011, and other applicable rules, ExxonMobil requests that Burns, her agents, servants, employees, representatives, and those in active concert or in participation with her, be restrained and enjoined from, directly or indirectly: (1) coming onto Tract 1 including entering the Kelsey Compressor Station; and (2) coming onto Tract 2 including entering the Kelsey Compressor Station. Unless Burns, her agents, servants, employees, representatives, and those in active concert or in participation with Burns are restrained and enjoined in the manner requested, ExxonMobil will suffer immediate and irreparable injury, loss, or damage for which there is no adequate remedy at law. Specifically, if Burns is not enjoined in the manner requested, ExxonMobil's peaceful possession, use and enjoyment of its property will continue to be interfered with and the health and safety of Burns and others will continue to be jeopardized.

26. Burns has not yet made an appearance in this lawsuit. ExxonMobil will suffer immediate and irreparable harm if it is required to serve Burns with this pleading, wait twenty or more days for her to file an answer, and provide notice of hearing to Burns on ExxonMobil's application for temporary restraining order before the Court holds a hearing on ExxonMobil's application. ExxonMobil requests that the Court issue an *ex parte* restraining order pursuant to Texas Rule of Civil Procedure 680 given that ExxonMobil must take immediate action to protect its property rights and the safety of Burns, its employees and contractors, and others.

27. ExxonMobil will likely prevail on the merits and probably recover under the claims it has asserted in this petition. Injunctive relief is sought for the purpose of restoring and protecting ExxonMobil's property rights under the Deed and Surface Lease and the safety of Burns and others.

28. Because ExxonMobil will suffer immediate and irreparable injury for which there is no adequate remedy at law, and because it will likely prevail on the merits, ExxonMobil is entitled to a temporary restraining order, followed by a temporary injunction after notice and hearing, restraining and enjoining the Burns, her agents, servants, employees, representatives, and those in active concert or in participation with her, directly or indirectly from: (1) coming onto Tract 1 including entering the Kelsey Compressor Station; and (2) coming onto Tract 2 including entering the Kelsey Compressor Station.

29. ExxonMobil is willing to post bond as the Court deems appropriate.

30. Pursuant to Texas Rule of Civil Procedure 680, affidavits are attached to this petition.

B. Application for Temporary Injunction

31. The foregoing allegations are incorporated in this Application by reference.

32. Because ExxonMobil will suffer imminent and irreparable injury for which there is no adequate remedy at law, and because it will likely prevail on the merits, ExxonMobil is entitled to a temporary injunction after notice and hearing, enjoining Burns, her agents, servants, employees, representatives, and those in active concert or in participation with her, directly or indirectly from: (1) coming onto Tract 1 including entering the Kelsey Compressor Station; (2) coming onto Tract 2 including entering the Kelsey Compressor Station; and (3) hindering and/or interfering with ExxonMobil's operations under the Oil and Gas Leases.

33. ExxonMobil is willing to post bond as the Court deems appropriate.

C. Application for Permanent Injunction

34. The foregoing allegations are incorporated into the Application by reference.

35. Because ExxonMobil will suffer imminent and irreparable injury for which there is no adequate remedy at law, and because it will likely prevail on the merits, ExxonMobil is entitled

to a permanent injunction, upon a final trial of this matter, enjoining Burns, her agents, servants, employees, representatives, and those in active concert or participation with her, directly or indirectly from: (1) coming onto Tract 1 including entering the Kelsey Compressor Station; (2) coming onto Tract 2 including entering the Kelsey Compressor Station; and (3) hindering and/or interfering with ExxonMobil's operations under the Oil and Gas Leases.

D. Trespass to Real Property

36. The foregoing allegations are incorporated herein by reference.

37. ExxonMobil owns or has the lawful right to possess Tract 1 and Tract 2. Burns' entry onto Plaintiff's land was physical, intentional, voluntary, and unauthorized. The Defendant's trespass has caused injury to Plaintiffs. Plaintiffs hereby seek to recover all damages permitted by law, including nominal and actual damages. In addition, as noted above, Plaintiffs seek injunctive relief to preserve the use and enjoyment of Plaintiffs' real property.

38. Plaintiffs also seek to recover court costs and pre and post judgment interest.

E. Tortious Interference.

39. The foregoing allegations are incorporated herein by reference.

40. Burns has tortiously interfered with ExxonMobil's contracts. ExxonMobil is party to valid and existing contracts, including the Oil and Gas Leases, the Deed and the Surface Lease under which oil and gas production from the Encinitos Ranch is sold. Burns has willfully and intentionally interfered with these contracts. Burns' shenanigans have made ExxonMobil's performance under these contracts more burdensome, difficult, and expensive. This interference has proximately caused injury to ExxonMobil, for which ExxonMobil now sues. ExxonMobil seeks all damages permitted by law, including actual damages.

F. Declaratory Relief.

41. Pursuant to Chapter 37 of the Texas Civil Practice & Remedies Code, Plaintiffs seek declaratory relief that Defendant has no right of entry or possession of Tract 1 or Tract 2. There is a valid and justifiable controversy as to the right and status of the parties with respect to Burns' alleged right to enter Tract 1 and Tract 2. Declaratory relief will resolve this dispute. Accordingly, ExxonMobil seeks a declaration that Burns has no right to enter, use, or possess Tract 1 and Tract 2. ExxonMobil is also entitled to recover reasonable and necessary attorneys' fees that are equitable and just pursuant to Texas Civil Practice & Remedies Code §37.009 because this is a suit for declaratory relief.

G. Conditions Precedent.

42. All conditions precedent to ExxonMobil's claims for relief have been performed, or have occurred.

H. Request for Disclosure.

43. Under Texas Rule of Civil Procedure 194, ExxonMobil requests that Burns disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

VII.

Request for Relief

44. ExxonMobil respectfully requests that: (1) a temporary restraining order be issued enjoining Burns, her agents, servants, employees, representatives, and those in active concert or participation with her, directly or indirectly from: (a) coming onto Tract 1 including entering the Kelsey Compressor Station; and (b) coming onto Tract 2 including entering the Kelsey Compressor Station; (2) a temporary injunction should be issued, after notice to Burns and an evidentiary hearing, enjoining Burns, her agents, servants, employees, representatives, and those

in active concert or participation with her, directly or indirectly from: (a) coming onto Tract 1 including entering the Kelsey Compressor Station; (b) coming onto Tract 2 including entering the Kelsey Compressor Station; and (c) hindering and/or interfering with ExxonMobil's operations under the Oil and Gas Leases; (3) upon a final trial of this matter, a permanent injunction be issued, enjoining Burns, her agents, servants, employees, representatives, and those in active concert or participation with her, directly or indirectly from: (a) coming onto Tract 1 including entering the Kelsey Compressor Station; (b) coming onto Tract 2 including entering the Kelsey Compressor Station; and (c) hindering and/or interfering with ExxonMobil's operations under the Oil and Gas Leases; (4) the Court grant ExxonMobil actual damages; (5) the Court grant ExxonMobil the declaratory relief as requested above; (6) the Court grant ExxonMobil its attorneys' fees and costs; and (7) the Court grant ExxonMobil such other and further relief to which it may be justly entitled.

Respectfully submitted,

McGINNIS, LOCHRIDGE & KILGORE, L.L.P.
Patton G. Lochridge - 12458500
Don Magee - 12811800
Stacey V. Reese- 24056188
600 Congress Avenue, Suite 2100
Austin, Texas 78701
(512) 495-6000
(512) 495-6093 FAX

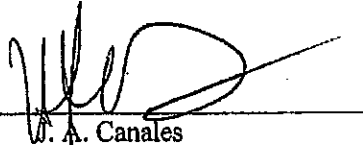
By: Don Magee

Don Magee *Signature*

**ATTORNEYS FOR EXXONMOBIL
CORPORATION AND EXXONMOBIL
PRODUCTION COMPANY**

CANALES & SIMONSON, P.C.
2601 Morgan Avenue
Corpus Christi, Texas 78465
(361) 883-0601 - Phone
(361) 884-7023 - Fax

By:

A handwritten signature in black ink, appearing to be 'W. A. Canales', written over a horizontal line.

W. A. Canales
State Bar No. 03737000
Hector Canales
State Bar No. 24006951
Patricia Canales Bell
State Bar No. 00793455

**ATTORNEYS FOR EXXONMOBIL
CORPORATION AND EXXONMOBIL
PRODUCTION COMPANY**

September 9, 1941 (collectively, the "Oil and Gas Leases"). The members of the Burns Family are McGill heirs, many of whom own royalty interests under the Oil and Gas Leases.

6. "The Land Documents attached hereto as Exhibit 1 is a true and correct copy of a deed dated September 8, 1948, and recorded in Vol. 31, p. 499 et seq., Deed Records, Brooks County, Texas (the "Deed"), by which J.C. McGill, Jr. et. al., conveyed an 18.365-acre tract located on the Encinitos Ranch to Humble Oil ("Tract 1").

7. "The Land Documents attached hereto as Exhibit 2 is true and correct copy of a surface lease by and between Esther D. McGill, Mary Drucilla McGill Burns, Stephen McMillan Burns, Frances Claudia McGill Risinger, Douglas Dean Risinger, and Humble Oil & Refining Company executed in duplicate on May 24, 1965 including the 'First Amendment to the Surface Lease' by and between all of the above referenced parties dated March 1969 (collectively, the "Surface Lease"). J.C. McGill, Jr. et. al., which includes members of the Burns Family, leased to Humble Oil a 35.354-acre tract adjacent to Tract 1.

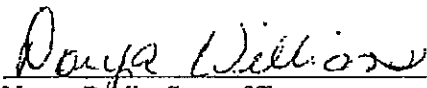
8. "After the Deed conveying Tract 1 in 1948 and the Surface Lease leasing Tract 2 in 1965, Humble Oil constructed then subsequently owned and operated a natural gas compressor station/plant located on Tracts 1 and/or 2 ("Kelsey Compressor Station"). ExxonMobil is successor-in interest to Humble Oil's rights under the Oil and Gas Leases, the Deed and the Surface Lease. In addition, ExxonMobil is a successor-in-interest to the Kelsey Compressor Station (i.e., ExxonMobil now owns and operates the Kelsey Compressor Station).

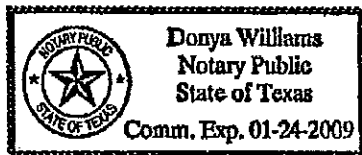
9. "My electronically transmitted signature on this Affidavit shall constitute my original signature.

Further, Affiant sayeth not.


Ivy R. Phillips

SWORN TO AND SUBSCRIBED BEFORE ME, this 15th day of December 2008.


Donya Williams
Notary Public, State of Texas



10-13-52 29 #4
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FILE NO. 5153

THE STATE OF TEXAS,
COUNTY OF BROOKS.

} FEE PURCHASE
KNOW ALL MEN BY THESE PRESENTS: That

We, J. C. McGill and wife, Alice A. McGill, H. F. McGill, Jr. and wife, Esther McGill, and Scott McGill and wife, Estelle G. McGill, all of Jim Wells County, Texas, herein referred to as Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to us cash in hand paid by Humble Oil & Refining Company, herein styled Grantee, receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Humble Oil & Refining Company, a private corporation, for the term, under the conditions and subject to the reservations hereinafter contained, the following described tract of land located in Brooks County, Texas, viz.:

18.365 acres of land out of La Blanca Grant, originally awarded to Ygnacio Rivas, Abstract 459, in McGill Bros. 30,983.9-acre tract of land described by metes and bounds thus:

Beginning at a point for southwest corner of said 18.365 acres of land, said beginning point being 150 feet east of Humble Oil & Refining Company--McGill Bros. well No. 11 and N. 0 deg. 36' E. 2332 feet and S. 89 deg. 50' E. 616 feet from the southeast corner of the Kelaey Bass Ranch, located in the San Rafael Grant, Ygnacio Rivas, Abstract 262, Jim Hogg County, Texas;

Thence N. 0 deg. 36' E. parallel to the west line of said McGill Bros. tract, at 933 feet pass Humble Oil & Refining Company--McGill Bros. well No. 8, said well being west 150 feet from the west line of the herein described 18.365-acre tract, and continuing on a total distance of 1000 feet to the northwest corner of the herein described tract;

Thence S. 89 deg. 24' E. 800 feet to the northeast corner of the herein described tract;

Thence S. 0 deg. 36' W. 1000 feet to the southeast corner of the herein described tract;

Thence N. 89 deg. 24' W. 800 feet to the place of beginning, said tract thus described containing 18.365 acres of land, more or less.

TO HAVE AND TO HOLD the above described land and premises unto Humble Oil & Refining Company, its successors and assigns, subject to the following conditions:

- (1) All of the oil, gas and other minerals in, under and that may be produced from said land are excepted from this conveyance and reserved unto Grantors, their heirs or assigns;



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subject, however, to the existing oil, gas and mineral lease owned by Grantee and covering the above described land;

(2) The land may be used for any one or more of the purposes hereinafter enumerated, to-wit:

(a) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a pressure maintenance plant and repressuring plant, or either of them, for returning gas, residue gas, or fluid to a reservoir or reservoirs or for injecting gas, residue gas, or fluid into a reservoir or reservoirs.

(b) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a processing plant to extract or separate from gas one or more of its component constituents and for fractionating such constituents after their extraction, blending same with chemicals or other substances and for handling, compressing, boosting, dehydrating, selling and delivering the residue gas or for any of said purposes.

(c) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a cycling plant for the cycling of gas.

(d) For marketing gas, residue gas or extracted products and for storing such products.

(e) For any purpose or purposes reasonably necessary or incident to the foregoing enumerated purposes.

(3) Grantee shall also have the right to construct, maintain and operate telephone, telegraph and power lines, together with the necessary poles, guy wires and anchors over the above described land and over the road provided for in subdivision (10) hereof;

(4) Grantee, its successors and assigns, shall keep the above described land fenced by a good and substantial fence, capable of turning and keeping cattle and other livestock therefrom, and shall maintain such fence, including any gates placed therein, in good repair at all times;

(5) This grant and conveyance shall be for a period of eighty (80) years from and after this date; provided, however, that if Grantee, its successors or assigns, should, prior to the expiration of said period of eighty (80) years, cease to operate and abandon the plants mentioned in Subdivision (2) hereof, this grant and all rights hereunder shall terminate;

(6) Within one year after or at any time prior to the termination or expiration of the term of this grant, Grantee, its successors or assigns, shall have the right to remove the plants, equipment and all machinery and property placed by Grantee, its successors or assigns, upon the above described land;

(7) Within one year after the expiration of the term of this grant, by whatever means such termination shall be brought about, Grantee, its successors or assigns, if requested by Grantors, their heirs or assigns, shall remove from the above described land the plants, all equipment, machinery and property placed by Grantee, its successors or assigns, on the above described land, and shall level off said land and return it to the same condition it is now in as nearly as practicable;

(8) Grantee shall have and is hereby given the right to drill a water well or water wells on the above described land for the purpose of taking and producing therefrom water that may be required by Grantee, its successors or assigns, in the erection, building, repair, rebuilding, replacing, maintenance and operation of said plants, but for no other purpose;

(9) Grantee binds and obligates itself, its successors or assigns, to pay to Grantors, at Alice, in Jim Wells County, Texas, all damages resulting to Grantors from injury to persons or property, or death of persons, due to the negligent acts and omissions, either or both, of Grantee in erecting, building, repairing, rebuilding, replacing, maintaining and operating the aforesaid plants on said land and in removing therefrom its equipment, machinery and other property placed on said land, and in building, maintaining, operating, repairing and removing its telephone, telegraph and power lines therefrom;

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(10) Grantee, its successors or assigns, shall have and are hereby given a right-of-way for ingress and egress to and from the above described land over a road leading from said land to the road or highway, now known as and designated State Farm to Market Road No. _____, in Brooks County, Texas, the right-of-way from the above described land to said road shall not exceed 100 feet in width, and such right-of-way shall be fenced by Grantee, its successors or assigns, with a good and substantial fence, if requested by Grantors;

(11) Grantee, its successors or assigns, shall never have (a) any hunting rights to or on said land, (b) the right to take any firearms thereon, or (c) the right to take, place or maintain any cattle or other livestock thereon; and

(12) This conveyance is subject to all oil, gas and mineral leases now outstanding on said land.

EXECUTED in duplicate this Sept 8th, 1948, each copy of which shall constitute an original.

J. C. McGill
J. C. McGill
Alice A. McGill
Alice A. McGill
H. F. McGill, Jr.
H. F. McGill, Jr.
Esther McGill
Esther McGill
Scott McGill
Scott McGill
Estelle G. McGill
Estelle G. McGill

THE STATE OF TEXAS,
COUNTY OF Jim Wells }

Before me, the undersigned authority, on this day personally appeared J. C. McGill and Alice A. McGill, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Alice A. McGill, wife of the said J. C. McGill, having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Alice A. McGill, acknowledged such instrument to be her act and deed, and she declared that she

SEAL

had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 8th day of September, 1948.

John H. Lippa
Notary Public in and for
Jim Wells County, Texas

THE STATE OF TEXAS,
COUNTY OF Jim Wells }

Before me, the undersigned authority, on this day personally appeared H. F. McGill, Jr. and Esther McGill, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Esther McGill, wife of the said H. F. McGill, Jr., having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Esther McGill, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 8th day of September, 1948.

John H. Lippa
Notary Public in and for
Jim Wells County, Texas

MONTANA
THE STATE OF ~~TEXAS~~,
COUNTY OF PARK }

Before me, the undersigned authority, on this day personally appeared Scott McGill and Estelle G. McGill, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Estelle G. McGill, wife of the said Scott McGill, having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Estelle G. McGill, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 13 day of Sept., 1948.

L. J. Thomas
Notary Public in and for MONTANA
Park County, Montana

138529

THE STATE OF TEXAS }
COUNTY OF BROOKS }

SEAL

I, I. J. Benavides, Clerk of the County Court in and for said county, do hereby certify that the foregoing
Instrument dated the 8th day of Sept., 1948, with its certificate
of authentication, was filed for record in my office the 21st day of Sept., 1948 at
1:25 o'clock P.M. and duly recorded the 28th day of Sept., 1948, at
4:48 o'clock P.M. in DEED Records of said county in Volume 31 on pages
499/504

Witness my hand and seal of the County Court of said county at office in Palfurrias, Texas, the day and year
last above written.

By [Signature]
Deputy

[Signature]
Clerk, County Court, Brooks County, Texas
138529

HUMBLE
108 529

5153

Frank McGill et al
to
Humble Oil & Refining Company

FEE PURCHASE

FILED FOR RECORD

AT 1:21 O'CLOCK PM

SEP 21 1948

D. B. Bland
County Clerk, Brooks County, Texas

BY *W. J. Henderson* Deputy

RETURN TO E. M. WOLF
CLAIM & RIGHT OF WAY DEPARTMENT
HUMBLE OIL & REFINING COMPANY
BOX 8180 HOUSTON, TEXAS

COUNTY OF BROOKS.

This agreement this day made and entered into by and between San Antonio Loan and Trust Company, a corporation, as Independent Executor and Trustee under the will of H. F. McGill, Jr., deceased, acting herein by and through its undersigned officers, they being hereunto duly authorized by a resolution of its Board of Directors, Mrs. Esther D. McGill, a widow, Mary Drucilla McGill Burns and husband, Stephen McMillan Burns, and Frances Claudia McGill Risinger and husband, Douglas Dean Risinger, hereinafter styled Lessors, and Humble Oil & Refining Company, hereinafter referred to as Lessee, WITNESSETH:

F i r s t

For the consideration and upon the terms and conditions hereinafter set forth Lessors have this day leased and let and by these presents do lease and let unto Lessee the following described tract of land located in Brooks County, Texas, viz.:

35.354 acres out of LaBlanca Grant, originally awarded to Ygnacio Rivas, Abst. 459, in McGill Bros. 30,983.9 acre tract of land, Brooks County, Texas, said 35.354 acres being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of an 18.365-acre tract of land conveyed to Humble Oil & Refining Company from J. C. McGill et al. by deed dated September 8, 1948, and recorded in Vol. 31, p. 499 et seq., Deed Records, Brooks County, Texas, for the northerly southeast corner of this tract;

Thence N. 89° 24' W. 800 feet with the north line of said 18.365-acre tract to the northwest corner of said 18.365-acre tract for an inner corner of this tract;

Thence S. 0° 36' W. 850 feet with the west line of said 18.365-acre tract to a point for the southerly southeast corner of this tract;

Thence N. 89° 24' W. at 150 feet pass Humble Oil & Refining Company McGill Bros. Well No. 11, said well being 150 feet south of the southerly south line of this tract, and continuing the same course for a total distance of 400 feet to the southwest corner of this tract;

Thence N. 0° 36' E. parallel to the west line of said McGill Bros. 30,983.9-acre tract 1850 feet to the northwest

EXHIBIT

2

2028.

A plat showing the location of the above described land is attached hereto, marked Exhibit "A", and made a part hereof for all purposes.

Second

For the use of and as rent for the above described tract of land Lessee binds and obligates itself to pay unto Lessors the sum of Five Hundred Thirty-Seven and 19/100 (\$537.19) Dollars on September 8, 1965, and the sum of Five Hundred Thirty-Seven and 19/100 (\$537.19) Dollars on September 8th of each year thereafter during the term of this lease.

On or before September 8, 1965, Humble Oil & Refining Company shall pay the aforesaid rental to the Lessors or to their credit in First State Bank of Alice at Alice, Texas, (which bank and its successors are the undersigned parties' agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) in the amount of Five Hundred Thirty-Seven and 19/100 (\$537.19) Dollars. In like manner similar payments or tenders shall be made annually on or before September 8th of each year until the expiration of this lease. The payment or tender of rentals may be made by check or draft of Humble Oil & Refining Company mailed or delivered to the parties entitled thereto or to said bank on or before the due date of the payment. No change or division in ownership of said land or rentals however accomplished, shall be binding on Humble Oil & Refining Company until thirty days after it shall have been furnished by registered U. S. mail at its principal place of business with a certified copy of the recorded instrument or instruments evidencing

and that may be produced from said land, are excepted from this conveyance and reserved unto Lessors, their heirs or assigns; subject, however, to the existing oil, gas and mineral lease owned by Lessee and covering the above described land.

(2) The land may be used for any one or more of the purposes hereinafter enumerated, to-wit:

(a) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a pressure maintenance plant and repressuring plant, or either of them, for returning gas, residue gas or fluid to a reservoir or reservoirs or for injecting gas, residue gas or fluid into a reservoir or reservoirs.

(b) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a processing plant to extract or separate from gas one or more of its component constituents and for fractionating such constituents after their extraction, blending same with chemicals or other substances and for handling, compressing, boosting, dehydrating, selling and delivering the residue gas or for any of said purposes.

(c) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a cycling plant for the cycling of gas.

(d) For marketing gas, residue gas or extracted products and for storing such products.

(e) For any purpose or purposes reasonably necessary or incident to the foregoing enumerated purposes.

(3) Lessee shall also have the right to construct, maintain and operate telephone, telegraph and power lines, together with the necessary poles, guy wires and anchors, over the above described land and over the road provided for in subdivision (10) hereof.

(4) Lessee, its successors and assigns, shall keep

ing any rates placed therein, in good repair at all times.

(5) If lessee, its successors or assigns, should, prior to the expiration of the term of this lease, cease to operate and abandon the plants mentioned in subdivision (2) hereof, this lease and all rights hereunder shall terminate

(6) Within one year after or at any time prior to the termination or expiration of the term of this lease, Lessee, its successors or assigns, shall have the right to remove the plants, equipment and all machinery and property placed by Lessee, its successors or assigns, upon the above described land.

(7) Within one year after the expiration of the term of this lease, by whatever means such termination shall be brought about, Lessee, its successors or assigns, if requested by Lessors, their heirs or assigns, shall remove from the above described land the plants, all equipment, machinery and property placed by Lessee, its successors or assigns, on the above described land, and shall level off said land and return it to the same condition it is now in, as nearly as practicable.

(8) Lessee shall have and is hereby given the right to drill a water well or water wells on the above described land for the purpose of taking and producing therefrom water that may be required by Lessee, its successors or assigns, in the erection, building, repair, rebuilding, replacing, maintenance and operation of said plants, but for no other purpose.

(9) Lessee binds and obligates itself, its successors or assigns, to pay to Lessors, at Alice in Tim Wells

the negligent acts and omissions, either or both, of Lessee in erecting, building, repairing, rebuilding, replacing, maintaining and operating the aforesaid plants on said land and in removing therefrom its equipment, machinery and other property placed on said land, and in building, maintaining, operating, repairing and removing its telephone, telegraph and power lines therefrom.

(10) Lessee, its successors or assigns, shall have and is hereby given a right of way for ingress and egress to and from the above described land over a road leading from said land to the road or highway, now known as and designated State Farm to Market Road No. _____ in Brooks County, Texas, the right of way from the above described land to said road shall not exceed 100 feet in width, and such right of way shall be fenced by Lessee, its successors or assigns, with a good and substantial fence, if requested by Lessors.

(11) Lessee, its successors or assigns, shall never have (a) any right to hunt on said land, (b) the right to take any firearms thereon, or (c) the right to take, place or maintain any cattle or other livestock thereon.

(12) This conveyance is subject to all oil, gas and mineral leases and easements now outstanding on said land.

F o u r t h

In the event Lessee should fail or refuse to pay the rental as provided in Subdivision Second hereof Lessors shall have and are hereby given the right to terminate this lease if Lessee shall fail or refuse to pay such rental within thirty days after the date any such rental shall become due upon notice of such failure being given by Lessors to Lessee by registered U. S. mail

Before me, the undersigned authority, on this day personally appeared F. T. OPPENHEIMER and R. S. Springall, known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of San Antonio Loan and Trust Company, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated on behalf of San Antonio Loan and Trust Company as Independent Executor and Trustee under the will of R. F. McGill, Jr., Deceased.

GIVEN under my hand and seal of office this 1st day of June, 1965.



Ruth A. Heston

Notary Public in and for
Bexar County, Texas

RUTH A. HESTON,
Notary Public in & for
Bexar County, Texas

SEAL

THE STATE OF TEXAS,)
COUNTY OF JIM WELLS.)

Before me, the undersigned authority, on this day personally appeared Esther D. McGill, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 3rd day of June, 1965.



J. W. ROACH
Notary Public Jim Wells County, Texas

J. W. Roach
Notary Public in and for
Jim Wells County, Texas

SEAL

THE STATE OF TEXAS,)
COUNTY OF JIM WELLS.)

Before me, the undersigned authority, on this day personally appeared Stephen McMillan Burns and wife, Mary Drucilla McGill Burns, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Mary Drucilla McGill Burns, wife of the said Stephen McMillan Burns, having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Mary Drucilla McGill Burns, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN under my hand and seal of office this 3rd day of June, 1965.



J. W. ROACH
Notary Public Jim Wells County, Texas

J. W. Roach
Notary Public in and for
Jim Wells County, Texas

SEAL

Before me, the undersigned authority, on this day personally appeared Douglas Dean Risinger and wife, Frances Claudia McGill Risinger, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Frances Claudia McGill Risinger, wife of the said Douglas Dean Risinger, having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Frances Claudia McGill Risinger, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 3rd day of June, 1965.

J. W. ROACH
Notary Public Jim Wells County, Texas

J. W. Roach
Notary Public in and for
_____ County, Texas

SEAL

THE STATE OF TEXAS,)
COUNTY OF _____)

Before me, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument as _____ and _____, respectively, of Humble Oil & Refining Company, a corporation, and acknowledged to me that they each executed the same as the act and deed of Humble Oil & Refining Company, a corporation, for the purposes and consideration therein expressed and in the capacities therein set forth.

GIVEN under my hand and seal of office this _____ day of _____, 1965.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS X
X
COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD E. FAGGIOLI, known to me to be the person whose name is subscribed to the foregoing instrument, as Agent and Attorney-in-Fact of HUMBLE OIL & REFINING COMPANY, and 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 Humble Oil & Refining Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of May, A. D. 1965.

THE STATE OF TEXAS }
COUNTY OF BROOKS }

SEAL

I, CALEKTO MORA, Clerk of the County Court in and for said county, do hereby certify that the foregoing
Lerna dated the 24th day of May 1985, with its certificate
of authentication, was filed for record in my office the 30th day of July 1985, at
9:05 o'clock A.M. and duly recorded the 2nd day of August 1985, at
9:35 o'clock A.M. in OBM Records of said county in Volume 69
on pages 365-374.

Witness my hand and seal of the County Court of said county at office in Falfurrias, Texas, the day and
year last above written. (Seal)

By Arnold J. Lopez
Deputy

CALEKTO MORA

Clark, County Court, Brooks County, Texas

FALFURIAS FACTS

LA BLANCA GRANT

A-459

Humble Min. Lease

1/2 of Proposed
3" Flowline R.O.W.

PROPOSED
35.354 Ac.
ADDITION

N62°55'E-107'
N86°11'E-955'

1/2 of Proposed
4" Condensate
Pipeline R.O.W.

HUMBLE
PIPE LINE
COMPANY
PUMP STATION

18.365 Ac.
HUMBLE OIL & REF. CO.
KELSEY GAS PLANT

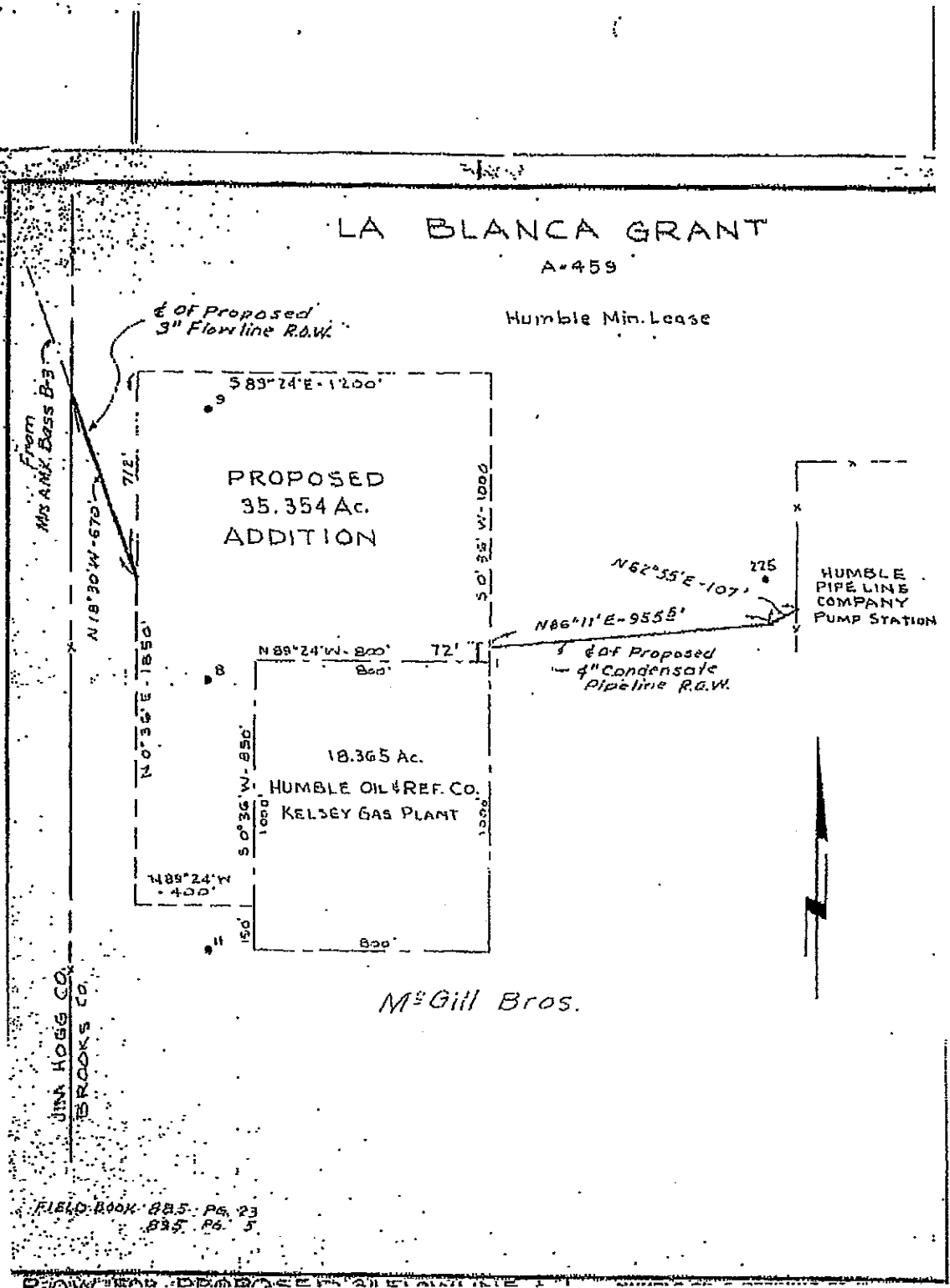
M^{rs} Gill Bros.

From
MS AMX Boss B-3

JINN HOEG CO.
BROOKS CO.

FIELD BOOK 885, PG. 23
885, PG. 5

DRAWN BY DEBBIE E. ...



BY AMENDMENT TO SURFACE I. DE

THE STATE OF TEXAS X
COUNTY OF BROOKS X KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, by instrument dated May 24, 1965 and recorded in Vol. 69, at Pages 365 et seq., Oil, Gas and Mineral Lease Records, Brooks County, Texas, San Antonio Loan and Trust Company, as Independent Executor and Trustee under the Will of H. F. McGill, Jr., deceased, et al, leased and let unto Humble Oil & Refining Company, a certain tract of land, containing 35.354 acres out of the La Blanca Grant in Brooks County, Texas, together with an access road right of way for ingress and egress to and from said 35.354-acre tract, which access road right of way and the road over it include a portion of the road right of way and easement more particularly described below, reference to said instrument and the record thereof being here made for all purposes; and

WHEREAS, Humble Oil & Refining Company, hereinafter referred to as "Lessee," desires to acquire from the other parties hereto, hereinafter referred to as "Lessors," the additional right of way, easement, and privileges hereinafter set forth:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid and other valuable considerations, Lessors have this day granted, demised, leased, and let and by these presents do GRANT, DEMISE, LEASE, AND LET unto Lessee, its successors, and its assigns, the right of way and easement hereinafter described, to maintain, operate, repair, remove, and improve an existing road within and limited to the right of way and easement hereinafter described, on, over, and across the following described tract of land located in Brooks County, Texas:

Sixty (60) foot wide right of way and easement for one road, out of and across a portion of the McGill Bros. Ranch tract, said tract being 38,644.1 acres out of the Ygnacio Rivas Survey known as "La Blanca," in Brooks County, Texas, the centerline of said right of way and easement being located and described as follows:

BEGINNING at a point in the west line of the McGill Bros. Ranch tract as now fenced, said point being 1323.2 feet north of the southeast corner of a tract of land formerly known as the Bass Ranch as now fenced and in the center line of an existing road;

THENCE with the center line of said existing road, N 88° 31' E a distance of 119.8 feet to point of curve;

THENCE with a 6° curve to the right 350 feet to a point of tangent;

THENCE S 70° 29' E a distance of 109.5 feet to a point of curve;

THENCE with a 6° curve to the left 305 feet to the intersection of this center line with Farm to Market Road 755 for the termination of this center line.

The surface lease agreement referred to above, dated May 24, 1965, is hereby amended to cover and include, in paragraph 10 of the Third Article of said instrument, the road right of way and easement referred to and described above as fully and as completely as if said right of way and easement had been originally and specifically described and included in said paragraph of said instrument of May 24, 1965, and this agreement shall be subject thereto. This agreement shall be for the same term as said surface lease agreement and shall terminate on September 8, 2028.

Except as hereby amended to add the right of way and easement specifically referred to and described above, said surface lease of May 24, 1965 is hereby ratified and confirmed in all respects and shall continue in full force and effect as therein provided.

IN WITNESS WHEREOF, this agreement is executed and effective this 18th day of March, 1969 in duplicate originals.

BEFORE ME, the undersigned authority, this day personally appeared ESTHER D. MCGILL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of March, A. D., 1969.

SEAL
J. W. ROACH
Notary Public Jim Wells County, Texas J. W. Roach
Notary Public in and for
Jim Wells County, Texas.

THE STATE OF TEXAS X
COUNTY OF JIM WELLS X

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN MCMILLIAN BURNS and MARY DRUCILLA MCGILL BURNS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of March, A. D., 1969.

SEAL
J. W. ROACH
Notary Public Jim Wells County, Texas J. W. Roach
Notary Public in and for
Jim Wells County, Texas.

THE STATE OF TEXAS X
COUNTY OF JIM WELLS X

BEFORE ME, the undersigned authority, on this day personally appeared DOUGLAS DEAN RISINGER and FRANCES CLAUDIA MCGILL RISINGER, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of March, A. D., 1969.

SEAL
J. W. ROACH
Notary Public Jim Wells County, Texas J. W. Roach
Notary Public in and for
Jim Wells County, Texas.

THE STATE OF TEXAS X
COUNTY OF NUECES X

BEFORE ME, the undersigned authority, on this day personally appeared W. Ray Bostick, known to me to be the person whose name is subscribed to the foregoing instrument as Agent and Attorney-in-Fact for HUMBLE OIL & REFINING COMPANY, and acknowledged to me that he executed the same for the purposes and consideration

Ester D. McGill
ESTER D. MCGILL

Mary Drucilla McGill Burns
MARY DRUCILLA MCGILL BURNS

Stephen McMillan Burns
STEPHEN MCMILLAN BURNS

Frances Claudia McGill Risinger
FRANCES CLAUDIA MCGILL RISINGER

Douglas Dean Risinger
DOUGLAS DEAN RISINGER

LESSORS

HUMBLE OIL & REFINING COMPANY

BY [Signature] FORM APPROVED [Stamp]
Agent and Attorney-in-Fact

LESSEE

THE STATE OF TEXAS X
COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared F. J. Oppenheimer and William L. Steubing known to me to be the persons whose names are subscribed to the foregoing instrument as President and Assistant Cashier respectively, of SAN ANTONIO LOAN AND TRUST COMPANY, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated on behalf of San Antonio Loan and Trust Company as Independent Executor and Trustee under the Will of H. F. McGill, Jr., deceased.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of March, A. D., 1969.

SEAL

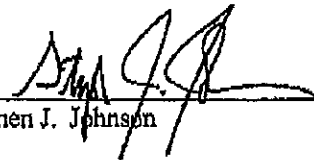
[Signature]
Notary Public in and for
Bexar County, Texas. DOROTHY BREZEEN

Compressor Station shortly after TCEQ and refused to vacate the area when asked by ExxonMobil.

6. "On information and belief, on December 10, 2008, Burns entered Tracts 1 and/or 2 by going over or through a fence which surrounds the Kelsey Compressor Station.

7. "My electronically transmitted signature on this Affidavit shall constitute my original signature.

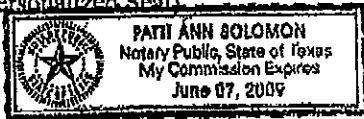
Further Affiant sayeth not.

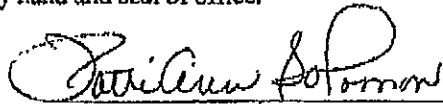


Stephen J. Johnson

SWORN TO AND SUBSCRIBED BEFORE ME by the said Stephen J. Johnson on December 16th, 2008, to certify which, witness my hand and seal of office.

(Personalized Seal)





Notary Public, State of Texas

LAW OFFICES
McGINNIS, LOCHRIDGE & KILGORE, L.L.P.

600 CONGRESS AVENUE
SUITE 2100
AUSTIN, TEXAS 78701

HOUSTON, TEXAS OFFICE
3200 ONE HOUSTON CENTER
1221 MCKINNEY STREET
HOUSTON, TEXAS 77010
(713) 615-8500
FAX (713) 615-8585

AUSTIN, TEXAS OFFICE
(512) 495-6000
FAX (512) 495-6093

WRITER'S DIRECT DIAL NUMBER:
(512) 495-6040
dmagee@mcginnislaw.com
Fax: (512) 505-6340

March 25, 2008

Mr. Roger S. Braugh Jr.
SICO, WHITE & BRAUGH L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

VIA FACSIMILE

Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Mr. Braugh:

The purpose of this letter is to let you know that your clients have been interfering with our ongoing operations on the Encinitos Ranch (the "Ranch"), and to request a meeting between your clients and our client to discuss issues of mutual concern.

There have been a number of recent incidents where your clients have wrongfully interfered with ExxonMobil operations. By way of example only, yesterday Ms. Elizabeth Burns told an ExxonMobil employee not to come back on the Ranch until ExxonMobil provided her with certain information. Similarly, she recently told Mr. Ray Singleton, from the King Ranch Gas Plant, that he was no longer allowed on the Ranch. And, as I noted in my earlier letter also dated March 25, 2008, Mr. Stephen Burns recently suggested that ExxonMobil could not install a flowline until we had contacted you.

I suspect that the recent wildfires of unknown cause have heightened tensions; however, as you are certainly aware, ExxonMobil has the right under the leases and Texas law to use the surface of the Ranch in connection with its operations. Your clients do not have the right to restrict or refuse access to ExxonMobil personnel, and neither the recent wildfires nor the existence of this lawsuit alters that fact.

In the past, I have found it productive to have a meeting between clients, with counsel present, early on in litigation either to resolve or narrow the scope of the dispute. Your clients are evidently frustrated and it is our hope that a meeting between your clients and ExxonMobil personnel and executives may expedite the resolution of this dispute, or at least substantially narrow the matters that may require court intervention.

The agenda for such a meeting can be worked out at a later date; however, we would be pleased to discuss the topics addressed in my letter of earlier today. In addition, ExxonMobil



Mr. Roger S. Braugh Jr.
March 25, 2008
Page 2

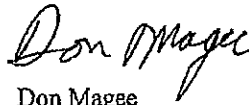
would be pleased to work with you and your clients to establish a framework for communications during the pendency of this lawsuit. I am sure you will agree that it is important that communications relating to the issues in litigation be conducted through counsel; however, there may be occasions where operational matters need to be discussed client-to-client.

In the meantime, it is imperative that ExxonMobil have access to the Ranch as permitted by the applicable leases and long-standing Texas law. I am not sure what prompted your clients to purport to restrict access, but whatever it was, ExxonMobil will be happy to discuss it at the proposed meeting. Until then, ExxonMobil will continue normal operations and your clients should not interfere with its access to the Ranch.

Please let me know if you think the proposed meeting would be productive. We would prefer to meet sooner, rather than later (preferably within the next two weeks), and I am confident that ExxonMobil personnel are willing to come to the Ranch, if that is your preferred location.

I look forward to hearing from you soon.

Sincerely,



Don Magee

DHM:kb

cc: Mr. Patton G. Lochridge
Mr. Tracy Howard
Mr. Scott Lansdown

LAW OFFICES
MCGINNIS, LOCHRIDGE & KILGORE, L.L.P.

HOUSTON, TEXAS OFFICE
3200 ONE HOUSTON CENTER
1221 MCKINNEY STREET
HOUSTON, TEXAS 77010
(713) 615-8500
FAX (713) 615-8588

600 CONGRESS AVENUE
SUITE 2100
AUSTIN, TEXAS 78701

AUSTIN, TEXAS OFFICE
(512) 495-6000
FAX (512) 495-6093

WRITER'S DIRECT DIAL NUMBER:
(512) 495-6040
dmagee@mcginnislaw.com
Fax: (512) 505-6340

August 7, 2008

Mr. Roger S. Braugh Jr.
SICO, WHITE & BRAUGH L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

VIA FACSIMILE

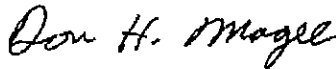
Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Roger:

I have just been informed that your client has taken a number of people inside the Kelsey Compressor Station, which is a restricted area. Your client, and the people who are accompanying her, are trespassing. They have no right to be there and they need to leave. Please instruct your client to leave the area immediately. They have not received permission from ExxonMobil to be there, and they have not complied with the applicable safety protocols.

If you believe your client has a legal basis to be within the Kelsey Compressor Station, please let us know immediately.

Sincerely,



Don Magee

DHM:kb

cc: Tracy Howard
George Brooks
Clay Powell
Bryan Wesley
Pat Lochridge



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McGINNIS, LOCHRIDGE & KILGORE, L.L.P.

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WRITER'S DIRECT DIAL NUMBER:

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Fax: (512) 505-6340

August 7, 2008

VIA FACSIMILE

Mr. Roger S. Braugh Jr.
SICO, WHITE & BRAUGH L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Roger:

It is my understanding that Toddy Burns refused to leave the Kelsey Compressor Station and representatives from Amistad Environmental also refused to leave. Consequently, ExxonMobil is taking immediate measures to shut-in production in order to minimize the risk of injury to Ms. Burns and the others. Roger, this is a serious situation. Numerous pressurized lines come into the Kelsey Compressor Station near where Amistad Environmental intends to bore. Obviously, if a line is hit this could result in life-threatening injuries. I again urge you to immediately contact your client and Amistad Environmental and ask them to leave the premises immediately. We have no objection to working with you and Amistad Environmental in an effort to reschedule the work at a time when we can make certain that no lines are damaged in the process.

ExxonMobil intends to hold your clients responsible for any and all losses, of whatever type or character, that result from this incident. This will include, but not be limited to, any financial losses occasioned by the lost production.

Please contact me immediately so that we can discuss this important matter in more detail.

Sincerely,

Don H. Magee

Don Magee

DHM:kb



Mr. Roger S. Braugh Jr.
August 8, 2008
Page 2

been sent and I asked you to forward them to me. As of now, I have not received any subsequent notices from you, or Amistad Environmental. If the second set of notices were actually sent, send them to me.

As I understand the Railroad Commission rules regarding One Call notices, the work cannot start sooner than 48 hours after the call (absent an emergency) and no later than 14 days after the call. The drilling commenced yesterday, August 7, 2008, which is 21 days after the call. Based on the evidence that I have been provided to date, your client and consultants entered the premises without authorization and in violation of the lease, and began boring in violation of the applicable rules and regulations.

As I told you over the phone yesterday, ExxonMobil has no objection to the soil sampling, but it must be done safely. Your client and Amistad Environmental behaved recklessly by boring into the soil without first having ExxonMobil locate nearby pipelines. Please work with us so that the boring can be done in a safe and prudent manner.

Sincerely,



Don Magee

DHM:kb

cc: Pat Lochridge
Tracy Howard
George Brooks
Bryan Wesley
Clay Powell
Ivy Phillips
Robert Weitzel

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August 8, 2008

Mr. Roger S. Braugh Jr.
SICO, WHITE & BRAUGH L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

VIA FACSIMILE

Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Roger:

I write in response to your email of last night, and to set the record straight on yesterday's events.

As you know, yesterday Toddy Burns and representatives from Amistad Environmental, L.L.C. came inside the fenced perimeter of the Kelsey Gas Compression Station and began boring into the soil. Contrary to the statements in your email, your client and Amistad Environmental had no right to be there. As you know, under Texas law the mineral estate is the dominant estate, and the lessee has the right to use as much of the surface as is reasonably necessary for the production and removal of the minerals. Thus, under the applicable lease, ExxonMobil would have the right to construct and operate the Kelsey Gas Compression Station. But, here, ExxonMobil also has a separate surface lease that gives it the exclusive right to use the surface on which the Kelsey Compressor Station is located. Therefore, ExxonMobil does have the exclusive right to occupy portions of the ranch, and it has the right to restrict access to the Kelsey Gas Compression Station.

Furthermore, your consultants did not comply with Texas law before digging. On July 16, 2008, ExxonMobil received three (3) separate "One Call" notices which indicated that work would begin on July 23, 2008 and would last no more than one week. ExxonMobil representatives contacted Amistad Environmental within the appropriate time period, and a meeting was scheduled early the next week to determine bore locations so that nearby gas lines could be marked. That meeting was cancelled due to Hurricane Dolly. ExxonMobil and Amistad Environmental agreed that it would be rescheduled after the hurricane. Your consultants never rescheduled the meeting, and no work was done between July 23, 2008 and July 30, 2008 as set forth in the One Call notices of July 16, 2008. No further One Call notices were initiated by Amistad Environmental. Yesterday, you told me that additional notices had



Mr. Roger S. Braugh Jr.
August 8, 2008
Page 2

been sent and I asked you to forward them to me. As of now, I have not received any subsequent notices from you, or Amistad Environmental. If the second set of notices were actually sent, send them to me.

As I understand the Railroad Commission rules regarding One Call notices, the work cannot start sooner than 48 hours after the call (absent an emergency) and no later than 14 days after the call. The drilling commenced yesterday, August 7, 2008, which is 21 days after the call. Based on the evidence that I have been provided to date, your client and consultants entered the premises without authorization and in violation of the lease, and began boring in violation of the applicable rules and regulations.

As I told you over the phone yesterday, ExxonMobil has no objection to the soil sampling, but it must be done safely. Your client and Amistad Environmental behaved recklessly by boring into the soil without first having ExxonMobil locate nearby pipelines. Please work with us so that the boring can be done in a safe and prudent manner.

Sincerely,



Don Magee

DHM:kb

cc: Pat Lochridge
Tracy Howard
George Brooks
Bryan Wesley
Clay Powell
Ivy Phillips
Robert Weitzel

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August 20, 2008

Mr. Roger S. Braugh Jr.
Sico, White & Braugh L.L.P.
900 Frost Bank Plaza
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Corpus Christi, Texas 78470

VIA FACSIMILE

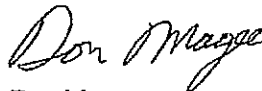
Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Roger:

The purpose of this letter is to inform you that representatives of the Encinitos Ranch have threatened to block ExxonMobil's access to a public road known as County Road 5006. ExxonMobil personnel have used this road in connection with its operation for a significant period of time as its main access point to the Encinitos Ranch. Recently, however, the Encinitos Ranch has begun construction of a gate that could be used to block the road and have posted signs that purport to forbid oil field traffic from using this public road. Please be advised that ExxonMobil personnel will continue to use this road as an access point in connection with its operations under the applicable leases.

Your clients' shenanigans need to stop. As you know, they have refused to permit ExxonMobil personnel and vendors from having access to the Encinitos Ranch, they have denied or restricted access to ExxonMobil personnel, and its assignees, and have damaged or destroyed equipment belonging to Coronado Energy E&P Company, L.L.C. I realize that litigation can be stressful; however, your clients' initiated this lawsuit and have engaged in a course of conduct that has damaged ExxonMobil and other companies that operate on the Encinitos Ranch. These acts of interference need to stop immediately.

Sincerely,



Don Magee

DHM:kb



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June 24, 2008

Mr. Roger S. Braugh Jr.
SICO, WHITE & BRAUGH L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

VIA FACSIMILE

Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Mr. Braugh:

The purpose of this letter is to let you know that your clients continue to interfere with our ongoing operations on the Encinitos Ranch (the "Ranch"). The interference needs to stop immediately.

In recent weeks, there have been a number of communications between your clients, Ms. Elizabeth Burns and Mr. Stephen Burns, and ExxonMobil employees in which the Burnses have indicated they will restrict ExxonMobil's access to the Ranch. Specifically, the Burnses have indicated that they will install a new fence at what is currently the main entrance to the Ranch off of Highway 755 (the "Main Entrance"), and that ExxonMobil will be denied access to this entrance.

When asked how ExxonMobil will access their facilities on the Ranch, the Burnses have given a variety of inconsistent responses. Initially, Ms. Elizabeth Burns indicated that ExxonMobil will have to enter the Ranch through the McGill North Gate and proceed past the Central Tank Battery in order to access the Compressor Station through the back gate in the fence surrounding the Compressor Station (the Burnses have previously denied ExxonMobil use of this gate). To get to the Kelsey Office, according to Ms. Elizabeth Burns, ExxonMobil personnel will use the same route and then proceed through the Compressor Station to the Kelsey Office. However, Mr. Stephen Burns subsequently stated that once the new fence is installed, ExxonMobil will have to access the Kelsey Office through a gate located south of the current main entrance. Further, on June 14th, Ms. Elizabeth Burns spoke to one of ExxonMobil's employees and told them that they were not permitted to access the Compressor Station through ExxonMobil's normal route (through the Main Entrance) and that those employees would have to use the "back entrance." In a subsequent conversation with Mr. George Brooks, Mr. Stephen



Mr. Roger S. Braugh Jr.
June 24, 2008
Page 2

Burns stated that he had no problem with ExxonMobil utilizing the Main Entrance until the new gate was installed.

Then, on June 18th, Ms. Elizabeth Burns sent an e-mail to Mr. George Brooks stating that ExxonMobil may continue to use the Main Entrance *on the condition that* ExxonMobil posts an armed gate guard at this location 24 hours a day, 7 days a week, at a cost of \$380 p/day to ExxonMobil. Ms. Elizabeth Burns' e-mail even goes so far as to dictate that ExxonMobil must hire the gate guards from a company formed by her husband, Mr. Stephen Burns.

Further, over the past few months, ExxonMobil contractors and employees have found the ExxonMobil lock "locked out" of the chain by the Encinitos lock on several occasions. On each of these occasions, employees were forced to wait, and ExxonMobil's operations were thereby delayed, until Mr. Stephen Burns arrived to unlock the gate and put ExxonMobil's locks back in the chain. An example of such a "lock out" occurred on Saturday, June 14th, when an ExxonMobil employee found the Main Entrance to the Kelsey Compressor Station locked. Mr. Steve Weimerskirch called Mr. Stephen Burns to request that he open the gate, and the employee waited until Mr. Stephens Burns arrived to open the gate.

Perhaps most troublesome, ExxonMobil has also been informed that the Burnses have plans to install a low clearance entrance at the McGill North and South Gates, which, according to Ms. Elizabeth Burns, will soon be ExxonMobil's only points of access to the Ranch. Depending on height and design, the proposed low clearance gates will likely interfere with ExxonMobil's normal oil and gas operations by preventing ExxonMobil from accessing the Ranch with necessary equipment, such as workover rigs, vacuum trucks, tractors, slickline units and other equipment. Also, low clearance gates will likely prevent ExxonMobil from quickly and effectively responding to any safety and environmental issues that may arise on the Ranch. Please let us know if your clients intend to install low clearance entrances at these locations.

As you know, Texas law allows ExxonMobil, as lessee and owner of the dominant mineral estate, to use as much of the surface as is reasonably necessary to conduct its oil and gas operations. The right of ingress and egress, as well as the right to quiet use and enjoyment of its mineral estate, are included in ExxonMobil's rights under their oil and gas leases. Your clients' actions in locking ExxonMobil out of the Ranch, and their plans to further restrict ExxonMobil's access to the Ranch, are interfering with those rights and with ExxonMobil's normal oil and gas operations.

In accordance with its rights, and to avoid further interference, ExxonMobil intends to install its own entrance at the gate currently located to the south of the Main Entrance, and to install any other gates or roads necessary for access to ExxonMobil's wells and facilities. In this way, ExxonMobil will be able to ensure that it can access its facilities with any necessary equipment, and respond quickly and effectively to environmental or safety issues that may arise. Only ExxonMobil, its successors and assignees, and any of their agents, servants, employees, vendors and contractors will have access to these entrances, so there will be no need for 24 hour gate guards. If your clients feel the need to post a gate guard at the Main Entrance for their security reasons, they should do so. I understand that Mr. Stephen Burns owns a company that

Mr. Roger S. Braugh Jr.
June 24, 2008
Page 3

could provide such a gate guard. But ExxonMobil is under no obligation to, and will not, provide a 24 hour gate guard at its expense.

We have previously requested that the Burnses cease their interference with ExxonMobil's access to, and operations on, the Ranch. If your clients continue to interfere, ExxonMobil will be forced to seek injunctive relief.

Incidentally, we have reports that Ms. Elizabeth Burns recently entered ExxonMobil's Kelsey Office with a semi-automatic handgun. Please convey to your client that firearms and weapons are not allowed on ExxonMobil premises, as the sign located prominently in front of the Kelsey Office states.

My invitation for a meeting between our clients with counsel present (which I initially extended in my letter to you dated March 25, 2008) still stands, and we would be pleased to meet with you to discuss the matters set forth in this letter and previous letters.

I look forward to hearing from you soon.

Sincerely,



Don Magee

DHM:kb

cc: Mr. Patton G. Lochridge
Mr. Tracy Howard
Mr. Scott Lansdown

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November 20, 2008

Mr. Roger S. Braugh Jr.
SICO, WHITE & BRAUGH L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470.

VIA FACSIMILE

Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

Dear Roger:

I have been informed that your client, Ms. Toddy Burns, was inside the Kelsey Compressor Station yesterday morning. It is my understanding that she was obtaining paint samples from within the compressor station. ExxonMobil has a separate surface lease for the compressor station, giving ExxonMobil the exclusive right of possession for the leased premises. I have attached a copy of the lease for your files.

This is not the first time your client has wrongfully entered the Kelsey Compressor Station. It is my understanding that she has entered the compressor station a number of times without authorization and in violation of the lease and applicable law. Please notify Ms. Burns, and all of your clients, that they have no right to enter the Kelsey Compressor Station.

In addition to lacking the legal right to enter the Kelsey Compressor Station, your client should also stay out of the compressor station for safety reasons. As you know, highly flammable hydrocarbons under high pressure are found throughout the gas plant. It is simply not safe for your client to be around the compressor station. For her own safety, and the safety of others, please keep your client out of the compressor station.

As always, if you have any questions or would like to discuss matters in more detail, please give me a call.

Sincerely,

Don H. Magee

Don Magee

DHM:kb
Attachment

cc: Mr. Tracy Howard
Mr. Pat Lochridge



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September 30, 2008

Mr. Roger S. Braugh Jr.
Sico, White & Braugh L.L.P.
900 Frost Bank Plaza
802 N. Carancahua
Corpus Christi, Texas 78470

VIA FACSIMILE

Re: Cause No. 07-12-14430CV; *The Encinitos Ranch, et al v. ExxonMobil Corporation, et al*;
In the 79th Judicial District Court of Brooks County, Texas

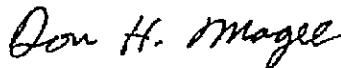
Dear Roger:

We have been advised that Elizabeth "Toddy" Burns intends to begin an excavation project near the Central Tank Battery on Wednesday, October 1, 2008. The purpose of this letter is to notify you that ExxonMobil believes that this proposed project is ill-advised and may well be dangerous not only to your client, but it could also jeopardize ExxonMobil's personnel, operations and equipment. According to Ms. Burns, she intends to dig approximately 26 feet down into the earth. We do not believe that she has taken adequate measures to protect against damage to ExxonMobil's personnel and equipment in the area. Your client has in fact acknowledged that there is a risk that tanker trucks could drive into the pit. What measures, if any, have you and your client taken to prevent accidents or injuries in connection with this project? Also, if your client digs down to approximately 26 feet below the surface, there will be significant soil stability issues near the pit. What measures, if any, has your client taken to insure soil stability adjacent to the pit?

We urge you and your client to reconsider this project. If the project proceeds, your client is doing so at her own risk and ExxonMobil will reserve all of its rights should any of its personnel be injured or should any of its equipment be damaged.

As always, if you have any questions or would like to discuss this matter in more detail, please give me a call.

Sincerely,



Don Magee

DHM:kb

cc: Mr. Tracy Howard
Mr. Patton Lochridge

