

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WELLHEAD EASEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Wellhead Easement, granted pursuant to City of Grand Prairie Ordinance No. 7516, Section 13-515(c), hereinafter referred to as the "Ordinance" but only insofar as such term refers and pertains to sub-section 13-515(c), is being granted by [REDACTED], Individually and as Independent Executrix of the Estate of [REDACTED] as the owners of the surface ("Surface Owners") of the 300 foot straight line radius around the gas well surface location described on the plat attached as Exhibit 1 (the "Easement Area") located within the [REDACTED] acre tract out of the [REDACTED] Abstract [REDACTED] Tarrant County, Texas, more particularly described on Exhibit 2 attached hereto. The undersigned Surface Owners **grant and convey** this Wellhead Easement pursuant to the Ordinance to [REDACTED] (the "Operator"), whose address is [REDACTED], and its successors and assigns, as the Operator of the proposed [REDACTED] Well described on Exhibit 1.

The undersigned Surface Owners and Operator agree that no future residential lots shall be platted within the Easement Area until the proposed well is abandoned pursuant to provisions set forth in the Ordinance, and this Well Head Easement has been vacated by the City of Grand Prairie. Furthermore, it is agreed that no vertical residential or non-residential structures of any type, except those required for gas drilling and production operations may be constructed within the Easement Area. Only hard surface paving (flat-work) and site landscaping shall be permitted within the Easement Area.

SPECIAL PROVISIONS.

THIS WELLHEAD EASEMENT IS SUBJECT TO THE TERMS, CODITIONS AND PROVISIONS OF THE OIL AND GAS LEASE DATED APRIL 30, 2007 FROM [REDACTED], ETAL IN FAVOR OF [REDACTED] AS LESSEE RECORDED IN VOLUME __, PAGE __, OFFICIAL RECORDS, TARRANT COUNTY AND THE PAID UP OIL AND GAS LEASE FROM [REDACTED] AS LESSOR IN FAVOR OF [REDACTED] AS LESSEE RECORDED IN VOLUME __, PAGE __, OFFICIAL RECORDS, TARRANT COUNTY

Anything in the foregoing provisions of this instrument to the contrary notwithstanding, the parties hereto specially agree and intend to modify, supplement and amend such foregoing provisions as follows. In the event of any conflict between the foregoing provisions or paragraphs of this instrument and those set forth below, the provisions of the latter shall govern and control.

It is expressly understood and agreed that the sole purpose and intent of Surface Owners in their execution of this Wellhead Easement is to comply with and satisfy the requirements of the Ordinance, as presently adopted and effective. Nothing in this instrument, or the foregoing portions hereof, shall constitute or be interpreted as a conveyance of any right, title or interest of Surface Owners in and to the Easement Area or the mineral estate pertaining thereto, except and only to the extent required for compliance with the requirements of the Ordinance.

Except for the limited purpose of such compliance with the Ordinance, Surface Owners reserve, except and retain for themselves and their respective heirs, executors, administrators, successors and assigns all right, title and interest in and to the Easement Area and all rights to use, occupy and enjoy, and to grant to others the right to use, occupy and enjoy, the Easement Area in any manner and for any purpose or purposes they desire, provided only that such use, occupancy or enjoyment is not in direct conflict with the requirements and specific terms of the Ordinance.

The term of the easement granted herein shall automatically expire immediately upon the plugging and abandonment of the ~~_____~~, regardless of whether the formal vacation action on the part of the City of Grand Prairie, as set forth above, is taken and becomes final.

EXECUTED this 11th day of December, 2007.

SURFACE OWNERS
~~_____~~