

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 5-9

UTILITY AGREEMENT U1-4121
SH 99: FROM FM 565 TO FM 1405

APRIL 30, 2015



MEMORANDUM

TO: Mr. John P. Campbell, P.E.
Director, Right of Way Division

DATE: November 14, 2003

FROM: Frances Willison, P.E.

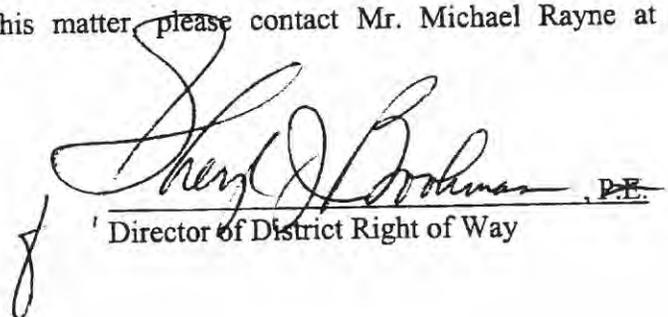
Originating Office
Houston District
ROW

SUBJECT: Utility Agreement U1-4121
Master Resources, L.L.C.
Account 8012-02-036
ROW CSJ 3510-10-004
Control 3510-10-003
Chambers County
SH 99: From FM 565 to FM 1405

Resubmitted for your review and further handling are four (4) copies of Master Resources, L.L. C.'s Utility Agreement Assembly in the amount of \$577,633.04 and four (4) copies of the Utility Joint Use Agreement on the above captioned project. This is an area of new Right of Way. In accordance with the attached easement documentation the adjustment should be approved at 100 percent of actual cost. Also attached is the Utility Adjustment Checklist.

We recommend approval as submitted.

If you have any questions concerning this matter, please contact Mr. Michael Rayne at (713) 802-5779.


Cheryl J. Bohman, P.E.
Director of District Right of Way

MR:trd
Attachments
cc: Mr. Michael Rayne

UTILITY ADJUSTMENT CHECKLIST
(to be included with submittal)

U-No.: U1-4121 Date Review Started
District: _____ Division: _____

Utility Name: MasterResources, L.L.C.

County: Chambers Dollar Amount of Adjustment/
Cost to State: \$577,633.04

L.P.A.(‘s)(if applicable): _____

ROW Account No: 8012-02-036

ROWCSJ No.: 3510-10-004

CCSJ No.: 3510-10-003 CHECK ONE
 Actual Cost OR Lump Sum

Federal-Aid ROW Project No. (if applicable): _____

Contract No.(if applicable): _____

ROW Project Release Date OR Early Release for Utilities Date: _____

Alternate Procedure Approval Date (if applicable): _____

Date of Eligibility (if applicable): 07/25/03

Highway: SH 99

Limits: From FM 565 to FM 1405

Description/Scope of Work: Adjust Pipeline depths for Highway Improvements

Submission Type: AP OAP 90-10 100% State PASS
 Other: (specify) _____

(Note: Other pertinent checklists/worksheets appear in Utility Manual Secs.: 3.02, 12.04, 14.04, 16.06, 22.09, 22A.06-07)

1. Approved & current ROW Map on file with ROW Division?
 YES NO N/A
2. Is utility adjustment within ROW Project limits or DIRECTLY related to work required within ROW Project limits?
 YES NO N/A
3. Where necessary for a complete understanding, are there explanations, clarifications included in the transmittal?
 YES NO N/A

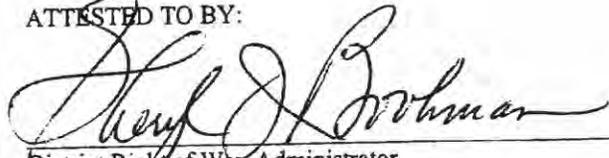
4. Correct number of copies for agreement (4) and billing (2) submitted?
 YES NO N/A
5. Alternate Procedure approval obtained where there is Federal-Aid in ROW/Utilities?
 YES NO N/A
6. Local funding secured from LPA where necessary?
 YES NO N/A
7. Utility consultant engineering contract reviewed and approved by District (if applicable)?
 YES NO N/A
8. All forms submitted are completed and correct for the situation/circumstance?
(all entry fields populated, force account or contracted work [open advertise low bid, prequalified low bid, existing continuing contract, box D with explanation])
 YES NO N/A
9. Signatory authority vested in utility representative signing forms if other than officer level?
 YES NO N/A
10. Corporate succession documented for property interest "chain of ownership"?
 YES NO N/A
11. Plans folded so as to fit into 8.5" x 11" file?
 YES NO N/A
12. Proof of property or compensable interest ownership by utility established where applicable?
 YES NO N/A
13. Is the estimate/bill properly and adequately itemized and detailed?
 YES NO N/A
14. Replacement utility ROW charges justified and supported?
 YES NO N/A
15. Information on plans sufficient and adequate to:
determine necessity and justification of proposed work?
 YES NO N/A
demonstrate Utility Accommodation Policy compliance?
 YES NO N/A
indicate highway stationing and affected parcels, offsets from centerline, edge of pavement or ROW lines?
 YES NO N/A
provide any other necessary or essential information such as pressure, flow, offset, type, condition, wall thickness, specifications etc.?
 YES NO N/A
16. Project or vicinity plat provided where needed to understand aspects pertinent to proposed work?
 YES NO N/A
17. Backfill requirements met?
 YES NO N/A
18. Schedule of work provided by/required of utility company if large, complex adjustment?
 YES NO N/A
19. Estimate compared and reconciled to plans and statement of work in agreement?
 YES NO N/A

20. Eligibility ratio calculated and recommended?
 YES NO N/A
21. Betterment credit applicable?
 YES NO N/A
If yes, is credit calculated and applied properly?
 YES NO N/A
22. Accrued Depreciation credit applicable?
 YES NO N/A
If yes, is credit calculated and applied properly?
 YES NO N/A
23. Salvage credit applicable?
 YES NO N/A
If yes, is credit applied properly?
 YES NO N/A
24. Adequate unencumbered ROW project funds available?
 YES NO N/A
25. Overheads and loadings checked for reasonableness?
 YES NO N/A
26. Estimate extensions checked?
 YES NO N/A
27. Bill extensions checked?
 YES NO N/A
28. Correct & recorded Quitclaim submitted if required?
 YES NO N/A
29. Beginning and ending dates of work included with final billing?
 YES NO N/A
30. Costs incurred after:
ROW project release date?
 YES NO N/A
Alternate Procedure approval date?
 YES NO N/A
Date of eligibility?
 YES NO N/A
Date of Agreement Assembly approval?
 YES NO N/A
County Judge/County Commissioners Work Order date?
 YES NO N/A
31. Bill compared and reconciled to approved agreement, estimate and plans?
 YES NO N/A
32. Conditions applied to agreement assembly at time of approval have been addressed by time of final billing?
 YES NO N/A
33. Inspectors diary used to verify charges on bill?
 YES NO N/A

34. Utility contractor's continuing contract with rate schedule used to verify charges on bill?
 YES NO N/A
35. Correct payee number and mail code used on Form 132?
 YES NO N/A
36. Amount of Form 132 agrees with utility invoice and supporting data?
 YES NO N/A
37. Name on Form 132 agrees with name on approved agreement assembly?
 YES NO N/A
38. "Final" or "Partial" wording appears on Form 132? .
 YES NO N/A
39. Location of records for auditing and mailing purposes shown?
 YES NO N/A
40. Database entries made (ROW Division only)?
 YES NO N/A
41. Significant/major changes to approved scope of work explained and justified by time of final billing?
 YES NO N/A
42. DETAILED & ITEMIZED estimate and matching plans provided if using Lump Sum method?
 YES NO N/A
43. ROW map noted/annotated (ROW Division only)?
 YES NO N/A

Comments: _____

ATTESTED TO BY:

for 
District Right of Way Administrator

11/17/03
Date

RJ HAECHTEN ENGINEERING AND CONSULTING
3033 GLEN IRIS DRIVE
LEAGUE CITY, TEXAS 77573
(281) 334-3421 FAX (281) 334-3461

November 11, 2003

Michael Rayne

Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

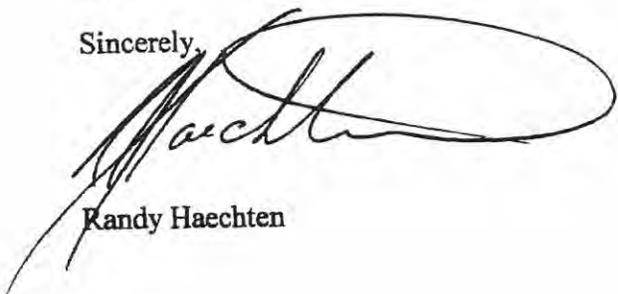
Re: CSJ No. 3510-10-004
SH99, Chamber County
Utility Adjustment U1-4121

Mr. Rayne,

Please reference your fax dated October 31, 2003. Per your request we have revised our estimate to include additional breakdown of the estimate costs, additional comments about the estimate, and modified the format. Please note that some estimated costs have been replaced with actual bid costs which we have received since our initial estimate submittal.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Randy Haechten

TEXAS DEPARTMENT OF TRANSPORTATION
RECEIVED

NOV 12 2003

HOUSTON DISTRICT R.O.W.

**MASTERS RESOURCES, LLC
ESTIMATE FOR TXDOT RELOCATIONS
UTILITY ADJUSTMENT U1-4121**

DESCRIPTION	QTY	UNITS	PRICE	TOTAL
ENGINEERING:				
Project Coordination	50	hours	\$75.00	\$3,750.00
Correspondence and Documentation	30	hours	\$75.00	\$2,250.00
Design	30	hours	\$75.00	\$2,250.00
Estimate	30	hours	\$75.00	\$2,250.00
Bid prep., bidding, and bid evaluation	60	hours	\$75.00	\$4,500.00
Construction Management	52	hours	\$75.00	\$3,900.00
Mileage	1600	miles	\$0.375	\$600.00
TOTAL ENGINEERING				\$19,500.00
SURVEYING:				
3 Man Survey Crew	9	days	\$975.00	\$8,775.00
4 Man Survey Crew	4	days	\$1,190.00	\$4,760.00
Supervision	102	hours	\$65.00	\$6,630.00
GPS equipment	5	days	\$271.00	\$1,355.00
All terrain vehicle	6	days	\$81.00	\$486.00
Mileage	1960	miles	\$0.43	\$842.80
Miscellaneous	1	lot	\$151.20	\$151.20
TOTAL SURVEYING				\$23,000.00
DRAFTING:				
Supervision	36	hours	\$65.00	\$2,340.00
Cad Operator	150	hours	\$56.50	\$8,475.00
Draftsman	10	hours	\$35.00	\$350.00
Mileage	400	miles	\$0.39	\$156.00
Miscellaneous	1	lot	\$679.00	\$679.00
TOTAL DRAFTING				\$12,000.00
RIGHT OF WAY:				

Right of Way Agent	82	hours	\$65.00	\$5,330.00
Mileage	500	miles	\$0.39	\$195.00
Miscellaneous	1	lot	\$975.00	\$975.00
TOTAL RIGHT OF WAY				\$6,500.00
8" Pipeline Crossing @ SH99 Sta. 362+94				
Bid price for labor and equipment	1	Bid	\$15,561.00	\$15,561.00
Bid price for 125 feet of 8.635", Gr. B, Std WT pipe and misc. material	1	Bid	\$1,765.00	\$1,765.00
Inspection	2	days	\$500.00	\$1,000.00
Radiograph Welds	6	welds	\$16.00	\$96.00
Inspection	6	days	\$400.00	\$2,400.00
Asbestos Abatement	125	feet	\$30.00	\$3,750.00
Misc. including temporary ROW and grazing damages	1	lot	\$1,000.00	\$1,000.00
Install of new anodes, relocate rectifier, and new power connection	1	lot	\$26,500.00	\$26,500.00
TOTAL				\$52,072.00
8" Pipeline Crossing @ Channel 'K' @ Sta. 10+97				
Bid price for labor and equipment	1	Bid	\$44,308.00	\$44,308.00
Bid price for 240' of 8.625", Gr. B, Std WT pipe, 4 ea. 45 3R ells, and misc. material	1	Bid	\$4,580.00	\$4,580.00
Radiographic Crew	3	days	\$500.00	\$1,500.00
Radiograph Welds	16	welds	\$16.00	\$256.00
Inspection	6	days	\$400.00	\$2,400.00
Asbestos Abatement	300	feet	\$30.00	\$9,000.00
Additional pipeline ROW width	1	lot	\$7,500.00	\$7,500.00
TOTAL				\$69,544.00
8" Pipeline Crossing @ SH99 @ Sta. 514+59 and Channel 'E' @ Sta. 20+93				
Bid price for labor and equipment	1	Bid	\$43,256.00	\$43,256.00
Bid price for 850 feet of 8.635", Gr. B, Std WT pipe and misc. material	1	Bid	\$11,050.00	\$11,050.00
Radiographic Crew	4	days	\$500.00	\$2,000.00
Radiograph Welds	22	welds	\$16.00	\$352.00
Inspection	6	days	\$400.00	\$2,400.00
Asbestos Abatement	850	feet	\$30.00	\$25,500.00
Misc. including temporary ROW and grazing damages	1	lot	\$1,000.00	\$1,000.00
Blowdown, purge, and refill 21,000 feet of 8" pipe at 650 psig	413	mcf	\$4.80	\$1,982.40



Memorandum

RPL has attachments

Tx. Dept. of Transportation
RECEIVED
OCT 31 2003
Houston District R.O.W.

Tx DOT
RECEIVED
OCT 31 2003
HOUSTON MAIL OPERATIONS

Date: October 30, 2003

To: Frances Willison, P.E.
Houston District
Right of Way Section

From: Jesse R. Cooper, RPLS
Maps, Survey & Utility Section
Right of Way Division *JRC*

Subject: Utility Adjustment U1-4121
Master Resources, L.L.C.
Chambers County
CSJ No.: 3510-10-004
8012-02-036
SH 99: From 565 to FM 1405

The above utility agreement package is being returned unprocessed because the estimate is not in accordance with the Utility Manual.

In Section 7 of the Utility Manual,.....The estimate in support of the agreement shall set forth the items of work to be performed, broke down as to estimated costs of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, right of way, preliminary engineering, and construction engineering, including an itemization of appropriate credits for salvage and betterments, all in sufficient detail to provide the State a reasonable basis for analysis..... Also, please color code 2 set of plans.

Once you obtain the necessary documents, please resubmit for continued processing.

If you have further questions, please contact Melissa Owen at (512) 416-2956.

Attachments

Row

MASTERS RESOURCES, LLC.

AN
OIL AND GAS PRODUCTION
COMPANY

September 30, 2003

Michael Rayne

Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

Re: CSJ No. 3510-10-004
SH99, Chamber County
Utility Adjustment U1-4121

Mr. Rayne,

Please reference your letter dated March 17, 2003. As you are aware Masters acquired these pipelines at the beginning of this year. The need to familiarize ourselves with the operation of these pipelines and the complexity of rerouting production during the relocation of these pipelines caused the delay in our response. Please find enclosed the following documents for your review and further handling:

- Form D-15-131, Standard Utility Agreement
- Form D-15-80A, Utility Joint Use Agreement
- Form D-15-48, Statement
- Form D-15-U1, Affidavit
- Six copies each of the instruments verifying Masters Resources interests in the land affected by the project.
- Two copies each of drawings detailing Masters plan of adjustment for each pipeline.
- Cost estimate to adjust the pipelines.

Relocation Plans: The physical relocation plans for the pipelines are detailed on the enclosed drawings. The relocation of our eight inch diameter pipeline located at approximate station number 10+97 of Channel 'K' will be accomplished by replacing the line with new pipe. The line is currently inactive and rerouting production or venting the line will not be required.

The relocation of our eight inch pipeline located at approximate station number 362+94 of SH 99 will be accomplished by replacing line with new pipe. We will also need to relocate the rectifier and ground bed. This is the same line that will be adjusted at Channel 'K'.

The relocation of our six inch pipeline located at approximate station number 21+03 of Channel 'E' and 514+66 of SH 99 will be accomplished by free stressing the existing line of the appropriate elevation. The pipeline is currently under pressure and will be vented before the line is lowered.

The relocation of our eight inch pipeline located at the same approximate stations as the six inch will be accomplished by replacing the pipe at both locations. This pipeline is currently in service and taking it out of service is a major concern for Masters. This pipeline is the only means of transportation for gas produced from Masters' off shore wells in Galveston Bay. Current production from Masters' wells is approximately 3 MMSCFD of natural gas and 400 BPD of crude oil and natural gas liquids.

Masters has explored four separate alternatives for rerouting the gas during the relocation of this pipeline. Alternative No. 1 is to shut in production from Masters' wells during the relocation. We decided against this alternative due to the potential high cost. Not only would production be lost, but there is a high degree of probability that the production could not be restored due to fluid loading of the wells.

Alternative No. 2 is to reroute gas through the six inch pipeline during the relocation of the eight inch. We also decided against this alternative for two reasons. There is no existing contract for gas on this pipeline. Establishing a contract even on a temporary basis could take several months. Secondly, the hazards associated with working in close proximity to the pipeline transporting the gas again places the production at risk.

Alternative No. 3 is to stopple and bypass the eight inch pipeline. This pipeline is believed to be over 50 years old and its condition is unknown. Again, if there were an incident during the stopple operation this would require shutting in the wells.

Alternative No. 4 is to establish a new temporary tie in to be used during the relocation. We have contacted the property owner and included the estimated cost to establish this tie in on their property.

Estimate: Our estimated cost to adjust the pipelines is \$612,021. Asbestos abatement has been included in the estimated cost. At this time we are unaware of asbestos in the coating, but must abate the coating if found to contain asbestos fibers when tested. We have also included tenant/ROW damages. We are in the process of contacting the landowners to determine if there are any tenants and begin negotiating any possible damages. Salvage value of the pipe will be minimal and has not been estimated. Our current plans are to offset the cost of abatement by giving the pipe to the abatement contractor or by offering the pipe to the construction contractors as part of the bid.

Relocation of the pipelines will be bid to five pipeline construction contractors. Radiographic services, inspection, asbestos testing and abatement, and relocation of the rectifier will be performed on a time and material basis. Installation of the new temporary tie in will be bid to three facility rental and construction companies.

All the adjustments will be performed outside existing roadways and traffic control plans will not be required.

If you have any questions or require additional information, please contact Randy Haechten at 281/731-7436.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Geiger", with a long horizontal flourish extending to the right.

Rick Geiger
Operations Manager

Texas Department of Transportation
Form D-15-131
Page 1 of 2 Rev. 02/01

STANDARD UTILITY AGREEMENT
Non Federal-aid

Agreement No. _____

County	Chambers	ROW Account Number	8012-02-036
Federal Project Number	_____	Highway Number	SH 99
CSJ Number	3510-10-004	Control Number	3510-10-003
_____	_____	_____	_____
_____	_____	_____	_____

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the State, and **MASTERS RESOURCES, LLC.**, hereinafter called the Owner, acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements generally described as follows:
County **CHAMBERS** Highway **5499**
located from **FM 565**
to **FM 1405** ; and,

WHEREAS, this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of Owner as indicated in the following statement of work:

*Relocate 8" pipeline @ Channel 'K' Station 10+97,
Relocate 8" pipeline and vent pipe @ 5499 Station 362+94
Relocate 6" and 8" pipelines @ Channel 'C' Station 20+93
Relocate 6" and 8" pipelines @ 5499 Station 514+59*

and such work is shown in more detail in Owner's preliminary plans, specifications and cost estimates, which are attached hereto and made a part hereof; and,

WHEREAS, the State desires to implement the adjustment, removal or relocation of Owner's facilities by entering into an agreement with said Owner as soon as possible;

NOW, THEREFORE, BE IT AGREED:

The State, subject to the acquisition of such rights or interests as may be deemed necessary along or across Owner's interest in land, will pay to Owner the costs incurred in adjusting, removing or relocating Owner's facilities up to the amount said costs may be eligible for State participation.

The Owner has determined that the method to be used in developing the adjustment, removal or relocation costs shall be as specified for the method checked and described hereafter:

- (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the Owner and approved by the State.
- (3) An agreed lump sum of \$ _____, as supported by the analysis of estimated cost attached hereto.

Texas Department of Transportation
Form D-15-131
Page 2 of 2 Rev. 02/01

If costs are developed under procedure (1) or (2) as hereinbefore specified, the State will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a detailed final billing prepared in acceptable form and manner, make payment in the amount of ninety (90) percent of the eligible costs as shown in the final billing prior to the required audit and after such shall make final payment in an amount so that the total payments will equal the amount found eligible for State reimbursement by the final audit. When requested, the State will make intermediate payments at not less than monthly intervals to Owner when properly billed and such payments will not exceed eighty (80) percent of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment. If costs are developed under procedure (3) as hereinbefore specified, the State will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a billing prepared in acceptable form and manner, make payment to Owner in the agreed amount.

Upon execution of this agreement by both parties hereto, the State will, by written notice, authorize the Owner to proceed with the necessary removal, adjustment or relocation, and the Owner agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the State's highway construction or in the said work. The Owner will carry out said removal, adjustment or relocation, accurately record the costs, and retain such records in accordance with applicable rules, regulations and procedures of the State, and the costs paid by the State pursuant to this agreement shall be full compensation to Owner for all costs incurred by Owner in making such adjustments, removal or relocation. Bills for work hereunder should be submitted to State not later than ninety (90) days after completion of the work.

In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefor shall be limited to cost covered by a modification of this agreement or a written change or extra work order approved by the State.

It is expressly understood that this agreement is subject to cancellation by the State at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the State. The Owner by execution of this agreement does not waive any of the rights which Owner may legally have within the limits of the law.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Company: Martin Resources, LLC
Utility Name

EXECUTION RECOMMENDED:

By: [Signature]
Authorized Signature

[Signature]
District Engineer, Texas Department of Transportation

Title: Managing Partner

THE STATE OF TEXAS

Date: 7/7/03

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By: _____
Director of Right of Way
Texas Department of Transportation

Date: _____

Texas Department of Transportation
Form D-15-80A
Page 1 of 2 Rev. 2/01

**Utility Joint Use Agreement
(Control Access Highway)**

Agreement No.

THE STATE OF TEXAS)
)
COUNTY OF CHAMBERS)

County	Chambers
Federal Project No.	
ROW CSJ No.	3510-10-004
ROW Account No.	8012-02-036
Highway No.	SH 99
Limits	FM 565 to Fm 1405

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Department of Transportation, proposes to make certain highway improvements on that section of the aboveindicated highway; and

WHEREAS, the MASTERS RESOURCES, LLC, herein after called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated on the plans attached to Standard Utility Agreement as executed by Owner on the 7 day of July, 2003, or on location sketches attached hereto except as provided hereinbelow:

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Department of Transportation prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

Owner hereby agrees that access for servicing its facilities normally will be limited to access via: (a) frontage roads where provided, (b) nearby or adjacent public roads and streets or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Texas Department of Transportation
Form D-15-80A
Page 2 of 2 Rev. 2/01

Participation in actual costs incurred by the Owner for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the Owner and the State, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: MASTERS RESOURCES, LLC
Utility Name

EXECUTION RECOMMENDED:

By: [Signature]
Authorized Signature

[Signature]
for District Engineer, Texas Department of Transportation

Title: Managing Partner

Date: 7/7/03

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director of Right of Way
Texas Department of Transportation

Date: _____

Texas Department of Transportation
Form D-15-48
Page 1 of 2 Rev. 02/01

STATEMENT
(Covering Contract Work as Appears in Preliminary Estimate)
Agreement No. _____

County	Chambers	Account No.	8012-02-036
Federal Project No.	_____	Highway No.	SH 99
ROW CSJ No.	3510-10-004	Control No.	3510-10-003

I, Richard H. Lee, a duly authorized and qualified representative of, MASTERS RESOURCES, LLC. hereinafter referred to as **Owner**, and fully aware of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

- I. It is more economical and/or expedient for **Owner** to contract this adjustment because:
- II. Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the preliminary estimate.

Procedure to be Used in Contracting Work

A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

- | | |
|--|--------------------------|
| 1. DRIVER PIPELINE Co., INC.
(PIPELINE) | 1) STREAMLINE (FACILITY) |
| 2. TROY CONSTRUCTION
(PIPELINE) | 2) WPS (FACILITY) |
| 3. TEPSCO, INC.
(PIPELINE) | 3) HANOVER (FACILITY) |
| 4. TANNER PIPELINE, LLC
(PIPELINE) | |
| 5. M. J. SHERIDAN OF TEXAS, INC.
(PIPELINE) | |

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Page 2 of 2 Rev. 02/01

- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for Owner and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the State and the Federal Highway Administration Division Engineer, where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

MSM

Signature

Managing Partner

Title

July 7, 2003

Date

Texas Department of Transportation
Form D-15-U1
Page 2 of 2 Rev. 02/01

*Rights of way for 6" and 8" pipelines
and cathodic protection rectifier.*

ATTACHMENT No. 1 - ASSIGNMENT AND BILL OF SALE

ATTACHMENT No. 2 - PIPELINE EASEMENT - CHANNEL "G" @ STA 21+03
SH99 @ STA 514+66

ATTACHMENT No. 3 - PIPELINE EASEMENT - SH99 @ STA 362+94
CHANNEL "K" @ STA 10+97

RJM/LM

Signature

Managing Partner

Title

Master Resources, LLC.

Company

Sworn to and subscribed before me this

7th

day of

July

A.D. 20 *03*

Claudia R. Helmkamp

Notary Public, State of Texas (Signature)

CLAUDIA R. Helmkamp

(Print or Type Name of Notary Public)



Commission expires on the

day of

20

Attachment #1

Vol. 595, Pg. 740

Assignment and Bill of Sale

**Vintage Petroleum, Inc. to
Masters Resources, L.L.C.**

OFFICE OF PUBLIC RECORDS
TARRANT COUNTY, TEXAS
COUNTY CLERK

10288-13

ASSIGNMENT AND BILL OF SALE

02 595 740

In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and subject to the other provisions in this Assignment, Vintage Petroleum, Inc. ("Vintage"), a Delaware corporation having its principal place of business at 110 West Seventh Street, Tulsa, Oklahoma 74119, assigns to Masters Resources, L.L.C. ("Assignee"), a Texas limited liability company having its principal place of business at 9801 Westheimer, Suite 1070, Houston, Texas 77042, its entire interest in:

- the Point Barrow Gathering System (the "Point Barrow System") highlighted in yellow on Exhibit A (attached and incorporated into this Assignment) and described on Exhibit B (attached and incorporated into this Assignment);
- the Hematite Pipeline System (the "Hematite System") highlighted in yellow on Exhibit C (attached and incorporated into this Assignment) and described on Exhibit D (attached and incorporated into this Assignment);
- the oil, gas and mineral leases described on Exhibit E-1 (attached and incorporated into this Assignment), and the oil gas and mineral leases described on Exhibit E-2 (attached and incorporated into this Assignment) but only insofar as those leases cover the wellbores of the Sterling Unit Well # 1 and Sterling Unit Well # 2. All of the oil, gas and mineral leases are collectively referred to as the "Leases;"
- all oil and gas wells, salt water disposal wells, injection wells and other wells and pits located on or attributable to the Point Barrow System, Hematite System or Leases (collectively the "Wells"), including the Wells described on Exhibit F (attached and incorporated into this Assignment);
- all equipment, machinery, flowlines, gathering lines, pipelines, pole lines, appurtenances, materials, fixtures, improvements and other personal property located on, used in the operation of or relating to the production, treatment, sale or disposal of hydrocarbons, water or associated substances produced from or attributable to the Point Barrow System, Hematite System, Leases or Wells (collectively the "Personal Property");
- all hydrocarbons, including natural gas, casing head gas, drip gasoline, natural gasoline, natural gas liquids, condensate products and crude oil, whether gaseous or liquid, produced from or attributable to the Point Barrow System, Hematite System, Leases or Wells on or after the Effective Date, as defined below (collectively the "Hydrocarbons");
- all contracts, instruments and orders relating to the Point Barrow System, Hematite System, Leases, Wells, Personal Property and Hydrocarbons (collectively the "Contracts"), including the Contracts described on Exhibit G (attached and incorporated into this Assignment); and

- all files, records, information and materials, including licensed raw or processed geophysical data and interpretations of that data, relating to the Point Barrow System, Hematite System, Leases, Wells, Personal Property, Hydrocarbons and Contracts owned by or in the possession of Vintage which Vintage is not prohibited from transferring to Assignee by law or existing contractual relationship (collectively the "Records").

02 595 741

The Point Barrow System, Hematite System, Leases, Wells, Personal Property, Hydrocarbons, Contracts and Records are collectively referred to in this Assignment as the "Assigned Interests." But Vintage reserves and does not assign to Assignee the following:

- (A) all of Vintage's reserve estimates, economic analysis, pricing forecasts, legal opinions and other analysis, except title opinions and abstracts, relating to the Assigned Interests and all information relating to the Assigned Interests which Vintage considers confidential or protected by attorney-client privilege;
- (B) all rights and claims relating to the Assigned Interests, other than rights or claims in connection with gas imbalances, arising, occurring or existing in favor of Vintage prior to the Effective Date, including all contract rights, claims, penalties, receivables, revenues, recoupment rights, recovery rights, pollution credits, accounting adjustments, mispayments, erroneous payments, property damage claims, insurance claims, indemnity claims, bond claims and condemnation claims;
- (C) all corporate, financial and tax records of Vintage. But, upon request, Assignee will be entitled to receive copies of all financial and tax records which directly relate to the Assigned Interests and which are necessary for Assignee's ownership, administration or operation of the Assigned Interests;
- (D) all claims of Vintage for refund of or loss carry forwards with respect to production, windfall profit, severance, ad valorem, income, franchise and all other taxes attributable to the Assigned Interests for all periods prior to the Effective Date;
- (E) all amounts due or payable to Vintage as adjustments or refunds under any contract affecting the Assigned Interests for all periods prior to the Effective Date;
- (F) all amounts due or payable to Vintage as adjustments to insurance premiums related to the Assigned Interests for all periods prior to the Effective Date;
- (G) all monies, proceeds, accruals, benefits, receipts, credits, income, revenues, security or deposits attributable to the Assigned Interests prior to the Effective Date;
- (H) all of Vintage's patents, trade secrets, copyrights, names, marks and logos;
- (I) all computers, hardware, software and software licenses;

- (J) all vehicles, boats and vessels;
- (K) all licensed raw or processed geophysical data and all interpretations of that data which Vintage is prohibited from transferring to Assignee by law or existing contractual relationship;
- (L) all of the materials and equipment described on Exhibit H (attached and incorporated into this Assignment) which are located near the Point Barrow System;
- (M) the Cedar Point Salt Water Disposal Well # 1 that Vintage utilizes with its Umbrella Point Field operations; and
- (N) all of the real and personal property, including roads and docks, located on or within the area highlighted in yellow on Exhibit I (attached and incorporated into this Assignment).

02 595 742

This Assignment is effective December 1, 2002 (the "Effective Date"), and is subject to the following provisions:

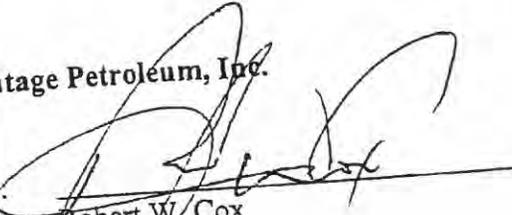
1. **No Warranties or Representations.** This Assignment is signed without any warranty or representation of any kind, including warranty of title, warranty of merchantability and warranty for a particular purpose, as to the Assigned Interests. Vintage makes no warranty or representation of any kind as to the accuracy or completeness of any data, information or material furnished to Assignee in connection with the Assigned Interests, the quality or quantity of hydrocarbon reserves attributable to the Assigned Interests or the ability of the Assigned Interests to produce hydrocarbons. Assignee has inspected the Assigned Interests and is satisfied with their physical and environmental condition, both surface and subsurface. Assignee accepts the Assigned Interests in an "As Is, Where Is" condition.
2. **Assumption of Duties and Obligations.** As of the Effective Date, Assignee will assume all duties and obligations of Vintage with respect to the Assigned Interests, including any request or order to plug, re-plug or abandon any of the Assigned Interests, remove any of the Assigned Interests, or take any clean-up or remediation action with respect to the Assigned Interests.
3. **Indemnity.** ASSIGNEE WILL INDEMNIFY VINTAGE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND HOLD THEM HARMLESS FOR ALL EXPENSES, SETTLEMENTS, JUDGMENTS, COURT COSTS, INTEREST AND ATTORNEY'S FEES INCURRED AS A RESULT OF ANY LITIGATION OR THREAT OF LITIGATION RELATING TO THIS ASSIGNMENT, THE ASSIGNED INTERESTS OR ANY PRIOR OR FUTURE OPERATIONS ON, OF OR WITH RESPECT TO THE ASSIGNED INTERESTS.

4. **Taxes / Fees.** Assignee will pay all transactional taxes, including sales, use, lease and ad valorem taxes, and all recording fees due as a result of this Assignment.
5. **Other Assignments.** This Assignment is made subject to the Purchase and Sale Assignment, between Vintage and Assignee, dated December 10, 2002.
6. **Effect of Assignment and Bill of Sale.** This Assignment binds the parties as well as their heirs, successors and assigns.

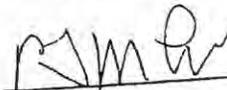
02 595 743

Signed: December 23, 2002.

Vintage Petroleum, Inc.

By: 
 Name: Robert W. Cox
 Title: Vice President

Masters Resources, L.L.C.

By: 
 Name: Richard H. Lee
 Title: Managing Member

CORPORATE ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
 County of Tulsa)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 2002, personally appeared Robert W. Cox to me known to be the Vice President of Vintage Petroleum, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Robert W. Cox acknowledged that he executed the same in the capacity therein stated and for the purposes therein set forth.

I have hereunto set my hand and official seal this 23rd day of December 2002.

My Commission Expires:

6-18-05
 #01010146




 Notary Public

CORPORATE ACKNOWLEDGEMENT

State of Texas)
County of Harris) ss.

02 595 744

Before me, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of December, 2002, personally appeared Richard H. Lee to me known to be the Managing Member of Masters Resources LLC, who subscribed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

I have hereunto set my hand and official seal this 23rd day of Dec., 2002.

My Commission Expires:
4/28/2006



Claudia R. Helmkamp
Notary Public

EXHIBIT A

to the Assignment and Bill of Sale
dated December 23, 2002

02 595 745



POINT BARROW
GATHERING SYSTEM

Beach

CHALLENGER

ENSERCH

ENSERCH

1-4A

5-8A

9-12B

FISHERS REEF NORTH

(OUT OF SERVICE)

(OUT OF SERVICE)

V & E

V & E

V & E



Exhibit B
to the Assignment and Bill of Sale
dated December 23, 2002

Description of the Point Barrow Gathering System

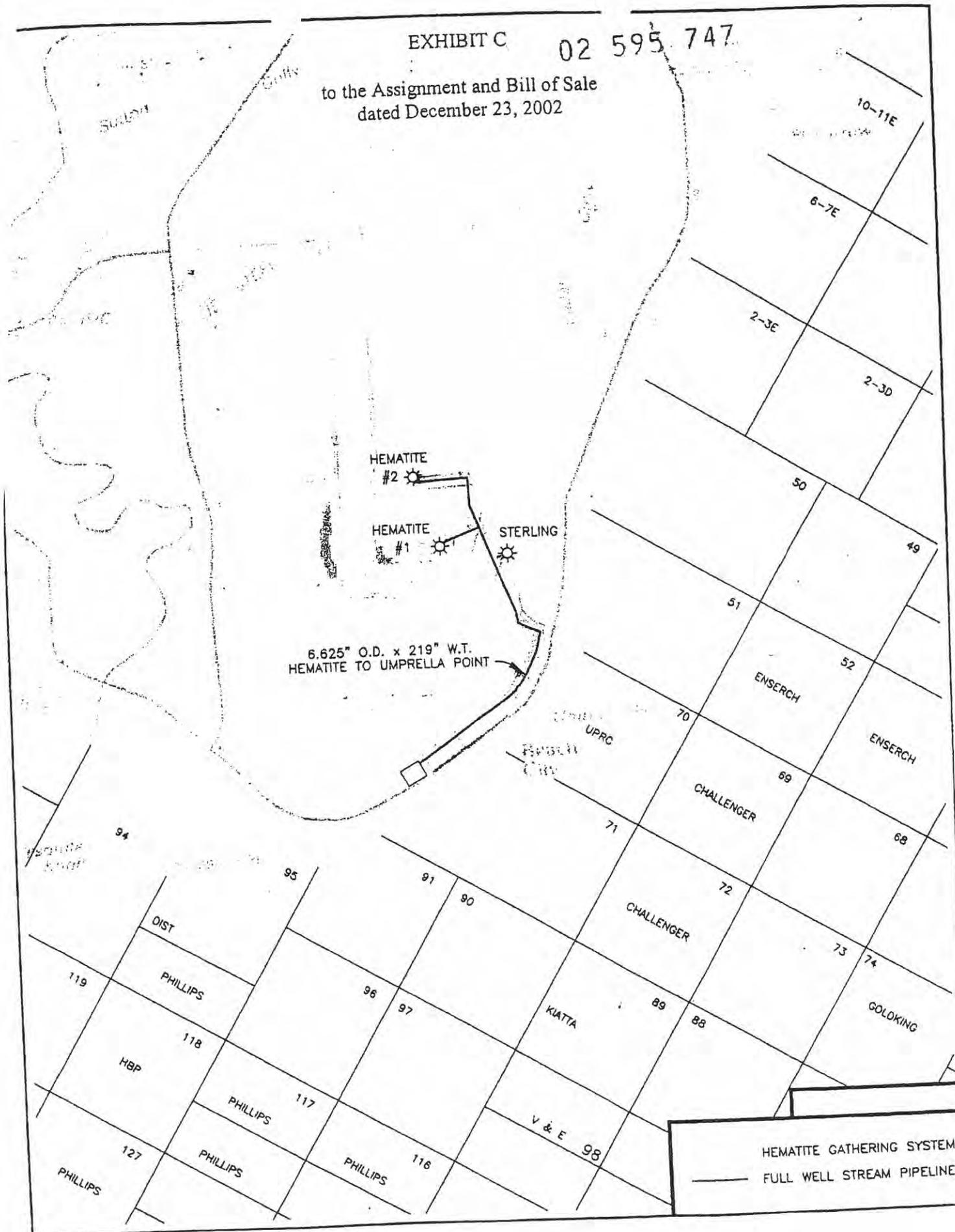
The Point Barrow Gathering System is comprised of approximately 29 miles of 4" to 8" offshore and onshore pipelines, plus an onshore separation and dehydration facility located in Chambers County, Texas. The pipeline portion of the Point Barrow Gathering System consists of approximately 15.5 miles of 8" steel pipe, 12.0 miles of 6" steel pipe, and 1.5 miles of 4" steel pipe.

02 595 746

EXHIBIT C

02 595 747

to the Assignment and Bill of Sale
dated December 23, 2002



HEMATITE GATHERING SYSTEM
— FULL WELL STREAM PIPELINE

**Exhibit D
to the Assignment and Bill of Sale
dated December 23, 2002**

Description of the Hematite Pipeline System

The Hematite Pipeline System is comprised of approximately 3.5 miles of 6" onshore pipeline in Chambers County, Texas.

02 595 748

**Exhibit E-1
to Assignment and Bill of Sale
dated December 23, 2002**

02 595 749

FISHERS REEF OIL & GAS LEASES

LEASE NO.: M-96828
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/3/95
RECORDED: 95 284 730
DESCRIPTION: NE/2 of tract 2-3A, Trinity Bay, Chambers County, Texas containing 320 acres, as shown on the official map of Trinity Bay now on file in the Texas General Land Office. Limited to:
(a) lands within the aerial boundaries of the State Tract 1-4A Unit Pooling Agreement dated eff. 12-11-01 Rec. 02 551 735. (b) State Tract 2-3A Unit Pooling Agreement eff. 10-6-98 Rec. 98 395 730

LEASE NO.: M-96829
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 739
DESCRIPTION: SW/2 of Tract 2-3A, Trinity Bay, Chambers County, Texas containing 320 acres, as shown of the official map of Trinity Bay now on file in the Texas General Land Office. Limited to:
(a) lands within the aerial boundaries of the State Tract 1-4A Unit Pooling Agreement dated eff. 12-11-01 Rec. 02 551 735. (b) State Tract 2-3A Unit Pooling Agreement eff. 10-6-98 Rec. 98 395 730. State Tract 46 No. 1 Unit Pooling Agreement dated eff. 9-15-98 Rec. 98 395 65.

LEASE NO.: M-96830
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 748
DESCRIPTION: SW/2 of Tract 6-7A, Trinity Bay, Chambers County, Texas containing 320 acres, as shown of the official map of Trinity Bay now on file in the Texas General Land Office. Limited to lands within the aerial boundaries of the State Tract 1-4A Unit Pooling Agreement dated eff. 12-11-01 Rec. 02 551 735.

LEASE NO.: M-96834
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 766
DESCRIPTION: NE/2 of Tract 47, Trinity Bay, Chambers County, Texas
as shown of the official map of Trinity Bay now on file in the
Texas General Land Office. Limited to lands within the aerial
boundaries of the State Tract 46 No. 1 Unit Pooling Agreement
dated eff. 9-15-98 Rec. 98 395 65.

02 595 750

LEASE NO.: M-96835
LESSOR: State of Texas
LESSEE: Vintage Petroleum, Inc.
DATE: 10/03/95
RECORDED: 95 284 775
DESCRIPTION: SW/2 of Tract 47, Trinity Bay, Chambers County, Texas
as shown of the official map of Trinity Bay now on file in the
Texas General Land Office. Limited to lands within the aerial
boundaries of the State Tract 46 No. 1 Unit Pooling Agreement
dated eff. 9-15-98 Rec. 98 395 65.

LEASE NO.: M-19755
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 2/6/36
RECORDED: Vol. 52 Pg. 116
DESCRIPTION: Tract 46, containing 637.1 acres, more or less, Galveston Bay,
Chambers County, Texas, as shown on General Land Office map
of Galveston, Turtle and East Bays, dated December 1935. Lease
calls 620 acres; surveyed on the ground to contain 637.1 acres in
report dated February 13, 1952.

LEASE NO.: M-28471
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 3/9/44
RECORDED: Vol. 86 Pg. 524
DESCRIPTION: Tract 45, containing 627.4 acres, more or less, Galveston Bay,
Chambers County, Texas, as shown on General Land Office map
of Galveston, Turtle and East Bays, dated December 1935. Lease
calls 620 acres; surveyed on the ground to contain 627.4 acres in
report dated February 13, 1952.

02 595 751

LEASE NO.: M-30083
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 275
DESCRIPTION: Tract 1-4A, containing 606 acres, more or less, Galveston Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office. Lease calls 660 acres; surveyed on the ground to contain 606 acres in report dated February 13, 1952.

LEASE NO.: M-30084
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 279
DESCRIPTION: Tract 1-4B, containing 640 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office. Lease calls 671 acres; surveyed on the ground to contain 640 acres in report dated February 13, 1952.

LEASE NO.: M-30085
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 283
DESCRIPTION: Tract 5-8A, containing 606 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office.

LEASE NO.: M-30086
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 287
DESCRIPTION: Tract 5-8B, containing 640 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office.

LEASE NO.: M-30088
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 6/11/46
RECORDED: Vol. 99 Pg. 295
DESCRIPTION: Tract 9-12B, containing 640 acres, more or less, Galveston and Turtle Bay, Chambers County, Texas, as shown on map of Galveston, Turtle and East Bays, No. 16F, Miscellaneous File, General Land Office

02 595 752

LEASE NO.: M-44164
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 5/10/55
RECORDED: Vol. 167 Pg. 398
DESCRIPTION: S/2 Tract 9-12A, containing 303 acres, more or less, Trinity Bay, Chambers County, Texas, as shown by the official map of Trinity Bay on file in General Land Office.

LEASE NO.: M-47494
LESSOR: State of Texas
LESSEE: Humble Oil & Refining Company
DATE: 12/12/56
RECORDED: Vol. 189 Pg. 517
DESCRIPTION: NW/2 Tract 1-4C, containing 320 acres, more or less, Trinity Bay, Chambers County, Texas, as shown by official map of Trinity Bay, now on file in General Land Office.

U.S. STEELE HEMATITE UNIT, ET AL

LESSOR: USX Corporation
LESSEE: Vintage Petroleum. Inc.
DATED: January 31, 1999
RECORDED: Volume 409, Page 602 of the Official Records of Chambers County, Texas

LESSOR: Saw Pipes USA, Inc.
LESSEE: Yuma Exploration and Production Company, Inc.
DATED: January 5, 1998
RECORDED: Volume 366 , Page 229 of the Official Records of Chambers County, Texas

LESSOR: U.S. Denro Steels, Inc.
LESSEE: Yuma Exploration and Production Company, Inc.
DATED: April 5, 1998
RECORDED: Volume 366, Page 224 of the Official Records of Chambers
County, Texas

LESSOR: Valerie Jean Nix
LESSEE: Vintage Petroleum, Inc.
DATED: May 5, 1999
RECORDED: Volume 412, Page 735 of the Official Records of Chambers
County, Texas

LESSOR: Karen Gilbert
LESSEE: Vintage Petroleum, Inc.
DATED: May 5, 1999
RECORDED: Volume 412, Page 738 of the Official Records of Chambers
County, Texas

LESSOR: Billy E. Wood, Jr.
LESSEE: Vintage Petroleum, Inc.
DATED: May 5, 1999
RECORDED: Volume 419, Page 774 of the Official Records of Chambers
County, Texas

LESSOR: Lonnie Earl Williams
LESSEE: Vintage Petroleum, Inc.
DATED: February 16, 2000
RECORDED: Volume 453, Page 146 of the Official Records of Chambers
County, Texas

LESSOR: Anna Ruby Smith
LESSEE: Vintage Petroleum, Inc.
DATED: February 16, 2000
RECORDED: Volume 453, Page 142 of the Official Records of Chambers
County, Texas

LESSOR: Mary Francis Poston
LESSEE: Vintage Petroleum, Inc.
DATED: February 28, 2000
RECORDED: Volume 463, Page 438 of the Official Records of Chambers
County, Texas

02 595 753

LESSOR: Ervin and Chloe Laughlin, husband and wife
LESSEE: Vintage Petroleum, Inc.
DATED: June 9, 2000
RECORDED: Volume 464, Page 410 of the Official Records of Chambers
County, Texas

LESSOR: Clayton Plante
LESSEE: Vintage Petroleum, Inc.
DATED: March 10, 2000
RECORDED: Volume 453, Page 695 of the Official Records of Chambers
County, Texas

LESSOR: Darrell Plante
LESSEE: Vintage Petroleum, Inc.
DATED: March 10, 2000
RECORDED: Volume 455, Page 789 of the Official Records of Chambers
County, Texas

LESSOR: Donald Plante
LESSEE: Vintage Petroleum, Inc.
DATED: March 10, 2000
RECORDED: Volume 453, Page 692 of the Official Records of Chambers
County, Texas

LESSOR: Wesley Plante
LESSEE: Vintage Petroleum, inc.
DATED: March 10, 2000
RECORDED: Volume 455, Page 792 of the Official Records of Chambers
County, Texas

02 595 754

**Exhibit E-2
to Assignment and Bill of Sale
dated December 23, 2002**

02 595 755

The following leases are being conveyed only insofar as they cover the wellbores of the Sterling Unit Well #1 and the Sterling Unit Well #2.

LESSOR: USX Corporation
LESSEE: Vintage Petroleum, Inc.
DATED: January 31, 1999
RECORDED: Volume 409, Page 602 of the Official Public Records of Chambers County, Texas

LESSOR: Robert E. Lanser and wife, Marilyn S. Lanser
LESSEE: Vintage Petroleum, Inc.
DATED: August 23, 2000
RECORDED: Volume 471, Page 350 of the Official Public Records of Chambers County, Texas

LESSOR: Allen E. Carroll
LESSEE: Vintage Petroleum, Inc.
DATED: September 22, 2000
RECORDED: Volume 475, Page 122 of the Official Public Records of Chambers County, Texas

LESSOR: Mozelle Carroll as Agent and Attorney-in-Fact for Myrtle Carroll
LESSEE: Vintage Petroleum, Inc.
DATED: September 29, 2000
RECORDED: Volume 475, Page 124 of the Official Public Records of Chambers County, Texas

LESSOR: Richard B. Walmsley and wife, Katherine T. Walmsley
LESSEE: Vintage Petroleum, Inc.
DATED: October 19, 2000
RECORDED: Volume 476, Page 521 of the Official Public Records of Chambers County, Texas

LESSOR: Cynthia Veselka
LESSEE: Vintage Petroleum, Inc.
DATED: July 10, 2000
RECORDED: Volume 476, Page 246 of the Official Public Records of Chambers County, Texas

02 595 756

LESSOR: Ann Rejmaniak
LESSEE: Vintage Petroleum, Inc.
DATED: July 10, 2000
RECORDED: Volume 467, Page 222 of the Official Public Records of Chambers County, Texas

LESSOR: Dorothy Sue Kelly
LESSEE: Vintage Petroleum, Inc.
DATED: August 9, 2000
RECORDED: Volume 471, Page 358 of the Official Public Records of Chambers County, Texas

LESSOR: Richard Kelly and wife, Dorothy Sue Kelly
LESSEE: Vintage Petroleum, Inc.
DATED: August 9, 2000
RECORDED: Volume 471, Page 354 of the Official Public Records of Chambers County, Texas

LESSOR: Melba A. Ambrose
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 218 of the Official Public Records of Chambers County, Texas

LESSOR: Cecil Howard McBroom, Jr.
LESSEE: Vintage Petroleum, Inc.
DATED: June 22, 2000
RECORDED: Volume 463, Page 462 of the Official Public Records of Chambers County, Texas

LESSOR: C. C. Gregory
LESSEE: Vintage Petroleum, Inc.
DATED: July 13, 2000
RECORDED: Volume 464, Page 417 of the Official Public Records of Chambers County, Texas

LESSOR: Joe Rouse and wife, Virginia Gay Rouse
LESSEE: Vintage Petroleum, Inc.
DATED: June 22, 2000
RECORDED: Volume 463, Page 464 of the Official Public Records of Chambers County, Texas

LESSOR: William M. Deskin and wife, Margaret Deskin
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 464, Page 429 of the Official Public Records of
Chambers County, Texas

LESSOR: Ruth Adele Vance
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 467, Page 266 of the Official Public Records of
Chambers County, Texas

LESSOR: Edwardine Zavodney
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 471, Page 334 of the Official Public Records of
Chambers County, Texas

LESSOR: Dorothy Mae Forster
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 471, Page 336 of the Official Public Records of
Chambers County, Texas

LESSOR: Edward S. Cathriner
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 471, Page 338 of the Official Public Records of
Chambers County, Texas

LESSOR: Nathan L. Franks and Cathryn Franks
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 473, Page 390 of the Official Public Records of
Chambers County, Texas

LESSOR: Eugene Charles Chauviere and wife, Anna Marie Chauviere
LESSEE: Vintage Petroleum, Inc.
DATED: July 11, 2000
RECORDED: Volume 467, Page 248 of the Official Public Records of
Chambers County, Texas

LESSOR: Ann Lawrence
LESSEE: Vintage Petroleum, Inc.
DATED: July 12, 2000
RECORDED: Volume 464, Page 421 of the Official Public Records of
Chambers County, Texas

02 595 757

LESSOR: William Alan Sproat and wife, Pam Sproat
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 471, Page 348 of the Official Public Records of
Chambers County, Texas

LESSOR: Don Lee Brown
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 274 of the Official Public Records of
Chambers County, Texas

LESSOR: Rosealie Elaine Brown
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 244 of the Official Public Records of
Chambers County, Texas

LESSOR: Minnie Mae Brown
LESSEE: Vintage Petroleum, Inc.
DATED: June 26, 2000
RECORDED: Volume 467, Page 224, of the Official Public Records of
Chambers County, Texas

LESSOR: Patricia Bartle
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 476, Page 525, of the Official Public Records of
Chambers County, Texas

LESSOR: Cleo V. Pike
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 476, Page 527, of the Official Public Records of
Chambers County, Texas

LESSOR: Gennie Ernst
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 486, Page 259 of the Official Public Records of
Chambers County, Texas

02 595 758

LESSOR: Howard Holmes
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 480, Page 711 of the Official Public Records of
Chambers County, Texas

LESSOR: Susan Lambert
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 480, Page 713, of the Official Public Records of
Chambers County, Texas

LESSOR: Debbie Stine
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 486, Page 257, of the Official Public Records of
Chambers County, Texas

LESSOR: C. W. Woodall, Jr.
LESSEE: Vintage Petroleum, Inc.
DATED: October 4, 2000
RECORDED: Volume 471, Page 356, of the Official Public Records of
Chambers County, Texas

LESSOR: Travis E. Reed
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 458, of the Official Public Records of
Chambers County, Texas

LESSOR: Thomas Villalovas
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 456 of the Official Public Records of
Chambers County, Texas

LESSOR: Shannon Lynn Havard, Benjamin Trent Havard & Dana Suzanne
Havard
LESSEE: Vintage Petroleum, Inc.
DATED: June 15, 2000
RECORDED: Volume 471, Page 342 of the Official Public Records of
Chambers County, Texas

02 595 759

LESSOR: Nelda Delores Wright
LESSEE: Vintage Petroleum, Inc.
DATED: October 17, 2000
RECORDED: Volume 476, Page 519 of the Official Public Records of
Chambers County, Texas

LESSOR: Cedar Bayou Methodist Church
LESSEE: Vintage Petroleum, Inc.
DATED: June 19, 2000
RECORDED: Volume 464, Page 423 of the Official Public Records of
Chambers County, Texas

LESSOR: Louis Hughes, Executor of Emery H. Hughes Estate
LESSEE: Vintage Petroleum, Inc.
DATED: August 22, 2000
RECORDED: Volume 476, Page 517 of the Official Public Records of
Chambers County, Texas

LESSOR: Arthur R. Booth
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 471, Page 332, of the Official Public Records of
Chambers County, Texas

LESSOR: Rowena F. Young
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 467, Page 264, of the Official Public Records of
Chambers County, Texas

LESSOR: Claude F. Galloway
LESSEE: Vintage Petroleum, Inc.
DATED: June 22, 2000
RECORDED: Volume 463, Page 441, of the Official Public Records of
Chambers County, Texas

LESSOR: Homer P. Haber
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 460, of the Official Public Records of
Chambers County, Texas

02 595 760

LESSOR: Dorothy Williams
LESSEE: Vintage Petroleum, Inc.
DATED: June 18, 2000
RECORDED: Volume 463, Page 466, of the Official Public Records of
Chambers County, Texas

LESSOR: Naomi H. McClellan
LESSEE: Vintage Petroleum, Inc.
DATED: July 21, 2000
RECORDED: Volume 467, Page 216, of the Official Public Records of
Chambers County, Texas

LESSOR: J. C. Godwin and wife, Hattie Lou Godwin
LESSEE: Vintage Petroleum, Inc.
DATED: June 15, 2000
RECORDED: Volume 464, Page 153, of the Official Public Records of
Chambers County, Texas

LESSOR: Julius Whittington, II and wife, Janice Lea Whittington
LESSEE: Vintage Petroleum, Inc.
DATED: August 14, 2000
RECORDED: Volume 474, Page 519, of the Official Public Records of
Chambers County, Texas

LESSOR: Julie Ann Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 444, of the Official Public Records of
Chambers County, Texas

LESSOR: Mark Edward Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 447, of the Official Public Records of
Chambers County, Texas

LESSOR: Mary Virginia Neberman and Janet Kay Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 450, of the Official Public Records of
Chambers County, Texas

LESSOR: Michael Allen Neberman
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 463, Page 453, of the Official Public Records of
Chambers County, Texas

02 595 761

LESSOR: Robyn Havard
LESSEE: Vintage Petroleum, Inc.
DATED: June 13, 2000
RECORDED: Volume 471, Page 330, of the Official Public Records of
Chambers County, Texas

LESSOR: James Gordon Spencer
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 467, Page 220, of the Official Public Records of
Chambers County, Texas

LESSOR: Glen Van Derbeek and wife, Patty Van Derbeek
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 478, Page 535, of the Official Public Records of
Chambers County, Texas

LESSOR: James Douglas Crawley and wife, Martie Lee Crawley
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 464, Page 415, of the Official Public Records of
Chambers County, Texas

LESSOR: Carl W. Allen and wife, Judy Allen
LESSEE: Vintage Petroleum, Inc.
DATED: July 7, 2000
RECORDED: Volume 464, Page 427, of the Official Public Records of
Chambers County, Texas

LESSOR: E. P. Lemmon and wife, Lillie Mae Lemmon
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 474, of the Official Public Records of
Chambers County, Texas

LESSOR: Jerry Mack Galloway and wife, Suzanne Galloway
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 464, Page 413, of the Official Public Records of
Chambers County, Texas

02 595 762

LESSOR: James D. Rosemeier
LESSEE: Vintage Petroleum, Inc.
DATED: October 5, 2000
RECORDED: Volume 476, Page 529, of the Official Public Records of
Chambers County, Texas

LESSOR: Cesar G. Galindo and wife, Shirley Ann Galindo
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 464, Page 425, of the Official Public Records of
Chambers County, Texas

LESSOR: Hattie Glesman
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 472, of the Official Public Records of
Chambers County, Texas

LESSOR: Lucy Nanette Burke
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 725, of the Official Public Records of
Chambers County, Texas

LESSOR: Robin Chavers
LESSEE: Vintage Petroleum, Inc.
DATED: July 7, 2000
RECORDED: Volume 467, Page 252, of the Official Public Records of
Chambers County, Texas

LESSOR: Stephen R. Dauzat and wife, Kern Dauzat
LESSEE: Vintage Petroleum, Inc.
DATED: July 10, 2000
RECORDED: Volume 467, Page 250, of the Official Public Records of
Chambers County, Texas

LESSOR: Robert J. Hanson and wife, Marsha H. Hanson
LESSEE: Vintage Petroleum, Inc.
DATED: October 10, 2000
RECORDED: Volume 476, Page 531, of the Official Public Records of
Chambers County, Texas

LESSOR: Ruby Graves Hill
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 470, of the Official Public Records of
Chambers County, Texas

02 595 763

LESSOR: Leonard Herbert Oliver
LESSEE: Vintage Petroleum, Inc.
DATED: July 6, 2000
RECORDED: Volume 463, Page 468, of the Official Public Records of
Chambers County, Texas

LESSOR: Roy E. Collins and wife, Donna O. Collins
LESSEE: Vintage Petroleum, Inc.
DATED: December 1, 2000
RECORDED: Volume 486, Page 226, of the Official Public Records of
Chambers County, Texas

LESSOR: Sharon Evans
LESSEE: Vintage Petroleum, Inc.
DATED: July 25, 2000
RECORDED: Volume 467, Page 270, of the Official Public Records of
Chambers County, Texas

LESSOR: Murray Person
LESSEE: Vintage Petroleum, Inc.
DATED: July 25, 2000
RECORDED: Volume 467, Page 268, of the Official Public Records of
Chambers County, Texas

LESSOR: Sybil Vesta Rodrigues
LESSEE: Vintage Petroleum, Inc.
DATED: July 17, 2000
RECORDED: Volume 467, Page 272, of the Official Public Records of
Chambers County, Texas

LESSOR: Orlan L. Watson and wife, Mayme A. Watson
LESSEE: Vintage Petroleum, Inc.
DATED: July 11, 2000
RECORDED: Volume 467, Page 254, of the Official Public Records of
Chambers County, Texas

LESSOR: David Brady and wife, Beth A. Brady
LESSEE: Vintage Petroleum, Inc.
DATED: July 12, 2000
RECORDED: Volume 476, Page 523, of the Official Public Records of
Chambers County, Texas

02 595 764

LESSOR: Chateaux-Mer, Inc.
LESSEE: Vintage Petroleum, Inc.
DATED: August 21, 2000
RECORDED: Volume 480, Page 707, of the Official Public Records of
Chambers County, Texas

LESSOR: Berley C. Fields and wife, Ruby H. Fields
LESSEE: Vintage Petroleum, Inc.
DATED: October 22, 2000
RECORDED: Volume 480, Page 717, of the Official Public Records of
Chambers County, Texas

LESSOR: Michael J. Newsome
LESSEE: Vintage Petroleum, Inc.
DATED: October 31, 2000
RECORDED: Volume 480, Page 729, of the Official Public Records of
Chambers County, Texas

LESSOR: Yvette E. Calloway
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 735, of the Official Public Records of
Chambers County, Texas

LESSOR: Ouida Bowles
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 727, of the Official Public Records of
Chambers County, Texas

LESSOR: F. B. McWilliams and wife, Geraldine McWilliams
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 703, of the Official Public Records of
Chambers County, Texas

LESSOR: Patricia Smith-Prather
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 731, of the Official Public Records of
Chambers County, Texas

LESSOR: James O. Perry
LESSEE: Vintage Petroleum, Inc.
DATED: January 20, 2001
RECORDED: Volume 486, Page 232, of the Official Public Records of
Chambers County, Texas

02 595 765

LESSOR: Willie Carriere
LESSEE: Vintage Petroleum, Inc.
DATED: October 22, 2000
RECORDED: Volume 480, Page 721, of the Official Public Records of
Chambers County, Texas

LESSOR: Perry E. Weston and wife, Eunice G. Weston
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 737, of the Official Public Records of
Chambers County, Texas

LESSOR: Theresa P. Allen
LESSEE: Vintage Petroleum, Inc.
DATED: October 23, 2000
RECORDED: Volume 480, Page 723, of the Official Public Records of
Chambers County, Texas

LESSOR: Adolph Harris
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 715, of the Official Public Records of
Chambers County, Texas

LESSOR: Earl St. Clair Newsome, Jr. and wife, Exa Mae Newsome
LESSEE: Vintage Petroleum, Inc.
DATED: October 30, 2000
RECORDED: Volume 480, Page 733, of the Official Public Records of
Chambers County, Texas

LESSOR: Tommy L. Evans and wife, Ida Evans
LESSEE: Vintage Petroleum, Inc.
DATED: October 22, 2000
RECORDED: Volume 480, Page 719, of the Official Public Records of
Chambers County, Texas

LESSOR: Robert L. Haller
LESSEE: Vintage Petroleum, Inc.
DATED: January 15, 2001
RECORDED: Volume 486, Page 230, of the Official Public Records of
Chambers County, Texas

02 595 766

LESSOR: Thomas H. Dotson and wife, Clara Dotson
LESSEE: Vintage Petroleum, Inc.
DATED: January 15, 2001
RECORDED: Volume 486, Page 228, of the Official Public Records of
Chambers County, Texas

LESSOR: Nancy Lawrence
LESSEE: Vintage Petroleum, Inc.
DATED: August 10, 2000
RECORDED: Volume 474, Page 525, of the Official Public Records of
Chambers County, Texas

LESSOR: Marylin Barrow
LESSEE: Vintage Petroleum, Inc.
DATED: August 10, 2000
RECORDED: Volume 473, Page 396, of the Official Public Records of
Chambers County, Texas

LESSOR: Joseph Lawrence II
LESSEE: Vintage Petroleum, Inc.
DATED: August 10, 2000
RECORDED: Volume 476, Page 515, of the Official Public Records of
Chambers County, Texas

LESSOR: Carolyn Guidry
LESSEE: Vintage Petroleum, Inc.
DATED: August 10, 2000
RECORDED: Volume 474, Page 523, of the Official Public Records of
Chambers County, Texas

LESSOR: Maggie Lawrence Mickley
LESSEE: Vintage Petroleum, Inc.
DATED: August 11, 2000
RECORDED: Volume 473, Page 394, of the Official Public Records of
Chambers County, Texas

LESSOR: Robert Crawley
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 467, Page 256, of the Official Public Records of
Chambers County, Texas

LESSOR: Vera Crawley
LESSEE: Vintage Petroleum, Inc.
DATED: July 1, 2000
RECORDED: Volume 464, Page 419, of the Official Public Records of
Chambers County, Texas

02 595 767

LESSOR:
LESSEE:
DATED:
RECORDED:

Kinder Morgan, Inc. and Occidental Texas Pipeline, L. P.
Vintage Petroleum, Inc.
July 11, 2000
Volume 487, Page 525, of the Official Public Records of
Chambers County, Texas

02 595 768

Exhibit F
to Assignment and Bill of Sale
dated December 23, 2002

02 595 769

WELL LIST

WELL NAME	PROPERTY	PROPERTY	OPERATOR
CEDAR PT/ HEMATITE	STERLING #1	STERLING #1	
CEDAR PT/ HEMATITE	STERLING #2	STERLING #2	VINTAGE PETROLEUM, INC.
CEDAR PT/ HEMATITE	USX HEMATITE UNIT #1	U.S. STEEL HEMATITE UNIT #1	CARRIZO OIL & GAS
CEDAR PT/ HEMATITE	USX HEMATITE UNIT #1	USX HEMATITE UNIT #1 WELL #2	VINTAGE PETROLEUM, INC.
CEDAR PT/ HEMATITE	USX HEMATITE UNIT #1	USX HEMATITE UNIT #1 WELL #4	VINTAGE PETROLEUM, INC.
			CARRIZO OIL & GAS
FISHERS REEF	FR STATE TRACT 9-12A	FISHER RF.STATE TRACT 9-12A#1	
FISHERS REEF	FR FIELD UT 1 # 010	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 112	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 089-F	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 012	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 114	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 115	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 1 # 089-D	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 2 # 070-D	FISHERS REEF FIELD UNIT #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 2 # 067-H	FISHERS REEF FIELD UNIT #2	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR FIELD UT 2 # 068-F	FISHERS REEF FIELD UNIT #2	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #67-D	FISHERS REEF FIELD UNIT #2	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #68-D	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #67-F	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #68-H	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #70-F	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 1-4B #70-H	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #84-F	FISHERS REEF TRACT 1-4B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #84-D	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #59-D	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #59-F	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #02	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 46 #51	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 5-8B #104	FISHERS REEF TRACT 46	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 9-12B #110-L	FISHERS REEF TRACT 5-8B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 9-12B #110-U	FISHERS REEF TRACT 9-12B	VINTAGE PETROLEUM, INC.
FISHERS REEF	FR TRACT 13-16 A # 1	FISHERS REEF TRACT 9-12B	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 1-4A	FISHERS REEF TRACT 13-16A # 1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 2-3 A	STATE TRACT 1-4A	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 46 #1	STATE TRACT 2-3A #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 6-7 A	STATE TRACT 46 #1	VINTAGE PETROLEUM, INC.
FISHERS REEF	STATE TRACT 9-12 B #1	STATE TRACT 6-7A #1	VINTAGE PETROLEUM, INC.
		STATE TRACT 9-12B #1	VINTAGE PETROLEUM, INC.
	POINT BARRROW SWD # 1	POINT BARRROW SWD # 1	VINTAGE PETROLEUM, INC.

Exhibit G
to the Assignment and Bill of Sale
dated December 23, 2002

Fishers Reef Easements

02 595 770

File No.	Date	Grantor	County	Recording
840252	1/29/95	State of Texas ME-840252	Chambers	95 267 817
850066	6/11/95	State of Texas ME-850066	Chambers	95 273 364
850086	8/6/95	State of Texas ME-850086	Chambers	95 273 357
850228	1/1/96	State of Texas ME-850228	Chambers	96 304 610
860242	11/1/96	State of Texas ME-860242	Chambers	96 304 642
870078	7/20/92	State of Texas ME-870078	Chambers	97 337 450
800151	7/1/00	State of Texas ME-800151	Chambers	00 466 289
820139	8/28/92	State of Texas ME-820139	Chambers	93 197 821
890056	4/1/99	State of Texas ME-890056	Chambers	99 409 386
840177	10/19/94	State of Texas ME-840177	Chambers	95 262 123
850256	1/15/95	State of Texas ME-850256	Chambers	95 268 1
840255	1/15/95	State of Texas ME-840255	Chambers	95 267 849
980035	2/1/98	State of Texas ME-980035	Chambers	98 385 416
850226	1/1/96	State of Texas ME-850226	Chambers	96 304 580
20010013	11/1/00	State of Texas ME-20010013	Chambers	01 487 789
20000018	1/1/00	State of Texas ME-20000018	Chambers	00 457 593
20000047	5/1/00	State of Texas ME-20000047	Chambers	00 462 527
980016	1/1/98	State of Texas ME-980016	Chambers	98 373 57
820109	6/23/92	State of Texas ME-820109	Chambers	92 191 393

File No.	Date	Grantor	County	Recording
Point Barrow Gathering System Easements				
VINPIPE 1367-B	3/18/96	USX Corporation (1)	Chambers	96 292 42
3319-B	5/24/99	USX Corporation (1)	Chambers	99 413 797
VINPIPE 1368	3/18/96	USX Corporation	Chambers	96 292 57
7052-B	10/26/98	USX Corporation	Chambers	98 389 645
VINPIPE 7565-B	10/1/00	Cedar Crossing L.P.	Chambers	00 478 261
VINPIPE 7560-B	10/18/00	Robert E. Smith	Chambers	00 478 239
VINPIPE 7561-B	10/18/00	Patricia Reed	Chambers	00 478 244
VINPIPE 7562-B	10/18/00	Marie Pfistner Delahoussave	Chambers	00 478 248
VINPIPE 7563-B	10/18/00	Jacky Neubauer	Chambers	00 478 252
VINPIPE 7564-B	10/10/00	Jay Eshbach	Chambers	00 478 256
VINPIPE 7053-B	10/26/98	USX Corporation	Chambers	98 389 655
8526	5/1/91	Exxon Corpotation	Chambers	95 267 584
8533	6/12/41	F. I. Fisher, et ux (1)	Chambers	Vol 72, P 47
8537	6/18/41	Mrs. Lizzie Wilburn (1)	Chambers	Vol 72, P 57
8544	6/14/41	A. M. Wilburn (1)	Chambers	Vol 72, P 61
8539	6/12/41	Joe Syer, et ux (1)	Chambers	Vol 72, P 70
	6/16/41	Kirby Petroleum Company (1)	Chambers	Vol 72, P 63

02 595 771

File No.	Date	Grantor	County	Recording
8538	6/14/41	Mrs. Elizabeth Wmfree, et al	Chambers	Vol 72, P 174
8538	7/24/41	Mrs. Edwin W. Lillie	Chambers	Vol 72, P 175
8540	6/17/41	Charles T. Kilgore, et al	Chambers	Vol 72, P 64
8541	6/25/41	Mrs. Vera Harrold	Chambers	Vol 72, P 66
8542	6/12/41	B. D. Fisher, et ux	Chambers	Vol 72, P 65
8543	6/13/41	B. E. Fisher, et ux	Chambers	Vol 72, P 69
8543	12/12/62	B.E. Fisher, et ux	Chambers	Vol 241, P 417
8545	7/2/41	Dr. John G. Schilling, et al	Chambers	Vol 72, P 71
8545	10/30/70	Mobay Chemical Company	Chambers	Vol 320, P 79
8546	6/20/41	The 1st Nat'l Bk of Goose Creek	Chambers	Vol 72, P 73
8547	6/14/41	Mrs. Ella Ifrey	Chambers	Vol 72, P 75
8548	6/18/41	Will Wright, et al	Chambers	Vol 72, P 76
8549	6/14/81	O. K. Winfree	Chambers	Vol 72, P 77
8550	6/25/41	L. W. Massey, et al	Chambers	Vol 72, P 78
8551	6/16/41	T. F. Casey, et al	Chambers	Vol 72, P 80
8552	6/14/41	R. R. Zierlein	Chambers	Vol 72, P 80
8553	6/17/41	J. N. Nelson, et ux	Chambers	Vol 72, P 82
8554	6/23/41	S. R. Williams, et al	Chambers	Vol 72, P 83
8555	7/1/41	Vance McLean, et al	Chambers	Vol 72, P 86
8555	6/14/41	Mrs. Ella Ifrey, et al	Chambers	Vol 72, P 84
8556	6/17/41	J. N. Thornton, et al	Chambers	Vol 72, P 87
8556	5/26/66	Evelyn Spurlock, et al	Chambers	Vol 282, P 282

02 595 772

02 595 773

File No.	Date	Grantor	County	Recording
8557	6/14/41	M. W. Epperson, et ux	Chambers	Vol 72, P 88
8559	6/13/41	W. W. Daniel, et ux	Chambers	Vol 72, P 91
8562	6/16/41	I. R. Williams, et ux	Chambers	Vol 72, P 95
8576	4/18/79	St. Dept. of HWYs & Pub. Trans.	Chambers	-
14060	5/8/47	Kirby Petroleum Company	Chambers	Vol 103, P 34
15948	9/27/48	Dr. John G. Schilling, et al	Chambers	Vol 110, P 499
17086	5/27/49	Kirby Petroleum Company	Chambers	Vol 115, P 600
20412	2/19/51	B. E. Fisher, et ux	Chambers	Vol 130, P 526
22726	2/8/52	R. C. Fisher Sr., et ux	Chambers	Vol 139, P 210
28027	7/8/54	W. J. Moreah	Chambers	Vol 159, P 425
4452	11/12/36	Joshua H. Williams, et ux	Chambers	Vol. 57 P 36
8563	6/16/41	J. H. Williams	Chambers	Vol 72, P 96
8564	8/31/70	J. H. williams	Chambers	Vol 319, P 392
20358	2/13/51	A. R. Schearer, et al	Chambers	Vol 130, P 457
20359	2/14/51	Joe Syer, et ux	Chambers	Vol 130, P 429
20392	2/19/51	Mrs. Lizzie Wilburn	Chambers	Vol 130, P 585
20400	2/20/51	M. H. Barrow et ux	Chambers	Vol 130, P 457
20443	2/20/84	R. C. Lawrence, et al	Chambers	Vol 131, P 61
20472	2/21/51	William Clark Richardson, etal	Chambers	Vol 130, P 587
20472	2/28/51	L.R. Van Sant, et ux	Chambers	Vol 123, P 585
20555	3/9/51	Southern Canal Co.	Chambers	Vol 464, P 335
20594	4/23/57	Texas Highway Department	Chambers	Rdxing Permit

02 595 774

File No.	Date	Grantor	County	Recording
20684	4/3/81	Joe Syer, et ux	Chambers	Vol 132, P 172
54881	2/28/74	Chamber County	Chambers	Rdxing
810029	4/10/91	State of Texas ME-810029	Chambers	Vol 474 P 55
810040	4/1/01	State of Texas ME-810040	Chambers	01 509 369
810039	4/1/01	State of Texas ME-810039	Chambers	01 509 385
830206	1/14/94	State of Texas ME-830206	Chambers	94 232 160
810041	5/1/01	State of Texas ME-810041	Chambers	01 517 70
980101	10/1/98	State of Texas ME-98101	Chambers	98 390 527

USX Hematite Unit #1 Well#2 Pipeline Easement

7903-B	11/17/00	USX Corporation	Chambers	00 480 113
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(1) Only insofar only as easements covers lands North of Latitude 29° 42' 10" North and Longitude 94° 54' 50" West.

Contracts:

K #: 1165 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement, as amended, dated May 1, 2000 (eff. 05/25/2000, initial delivery), by and between Vintage Petroleum, Inc., as "Shipper", and Vintage Pipeline, Inc., as "Operator".

K #: 1152 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement, as amended, dated September 1, 2000 (eff. 09/01/2000) by and between Davis Petroleum Corp., as "Shipper", and Vintage Pipeline, Inc., as "Operator".

K #: 1158 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement, as amended, dated September 1, 2000 (eff. 09/01/2000) by and between Andex Resources, L.L.C., as "Shipper", and Vintage Pipeline, Inc., as "Operator".

K #: 1318 Gas and Crude Oil Gathering, Dehydration and Delivery Agreement dated October 1, 2002 (eff. 10/01/2002) by and between EEX Corporation, as "Shipper", and Vintage Pipeline, Inc., as "Operator".

Fishers Reef Field

Comments:

Subject to one or more Amendments to Lease of varying dates providing for the addition to the lease of rework and/or shut-in gas well clauses.

Subject to Pooling Agreement dated 10-6-98 covering 320 acres of State Tract 2-3A -3A, (State Tract 2-3A Unit #1). Rec. 98 395 730

Subject to Pooling Agreement dated 9-15-98 covering 320 acres, being 110 acres of State Tract 2-3A -3A, 75 acres of State Tract 46 and 135 acres of State Tract 47. (State Tract 46 No. 1). Rec. 00 453 686

Subject to Pooling Agreement dated 12-11-2001 covering 320 acres, being 76 acres out of State Tract 1-4A, 152 acres out of State Tract 5-8A, 80 acres of State Tract 2-3A, 90 acres out of State Tract of State Tract 2-3A, 40 acres out of State Tract 6-7A. (State Tract 1-4A Unit).

Subject to Participation and Farmout Agreement dated 3-6-2000 between Vintage Petroleum Inc. and Davis Petroleum Corp.

Subject to JOA dated 6-20-2000 between Vintage Petroleum Inc., Palace Exploration Company, Davis Petroleum Corp., Andex Resources, L.L.C. covering lands within the Pooled Unit for the State Tract 1-4A No. 1 well. (State Tract 1-4A No. 1 Well)

Subject to JOA dated 3-6-2000 between Vintage Petroleum Inc., Palace Exploration Company, Davis Petroleum Corp., Andex Resources, L.L.C. covering lands within the Pooled Unit for the State Tract 46 No. 1. (State Tract 46 No. 1 Well)

Subject to JOA dated 9-1-2000 between Vintage Petroleum Inc., Davis Petroleum Corp., Andex Resources, L.L.C., covering 250 acres within that portion of State Tract 9-12B, Limited from the surface of the ground down to the stratigraphic equivalent of the total depth drilled in the Initial Test, except the Unitized Formations established by the Unit Agreement for the Fishers Reef Field Unit No. 1, but including any wellbore interest earned therein, as more specifically identified and defined in those certain Participation Farmout Agreements, as amended, between Vintage and each of the other parties. (State Tract 9-12B#1 Well)

Subject to JOA date 1-6-98 between Vintage Petroleum Inc 50%. and EEX Corporation 50%, covering all lands located on State Tract 6-7A: SW. (State Tract 6-7A Well)

Subject to call on oil and gas production. Assignment and Bill of Sale dated 5-1-91 rec. 91 146 152 Exxon to Vintage, Exxon reserves a preferential right to purchase oil and gas for a term of 21 years from date effective date. Expires 5-1-2012.

Maybe subject to two final judgments which are as follows: (1) Final Judgment dated July 24, 1974, in the case of the State of Texas et al, Plaintiff vs. Exxon Corporation, Defendant, in the

02 595 775

District Court of Travis, Texas, the 53rd Judicial District, Case No. 207,789 and (2) Final Judgment dated February 23, 1976, in the case of the State of Texas et al, Plaintiff vs. Exxon Corporation and Sun Oil Company (Delaware), Defendants, in the District Court of Travis County, Texas, 53rd judicial District, Case No. 238,904.

02 595 776

Cedar Point/ Hematite Field

Comments:

Subject to that certain Operating Agreement dated February 15, 1999 (Prospect Area No. 1) by and between Vintage Petroleum Inc. (Operator) and MCNIC O&G Properties, Inc.; Carrizo O&G, Inc.; Century Offshore Management Corp; and Yuma Exploration and Production Company, Inc. (Non-Operators)

Subject to that certain Participation Agreement by and between Yuma Exploration and Production Company, Inc., Vintage Petroleum Inc., Carrizo Oil & Gas, Inc., and MCNIC Oil & Gas Properties, Inc. dated April 6, 1998.

Point Barrow Facility:

Comments:

Subject to Letter Agreement dated December 19, 2001 between Vintage Petroleum Inc. and Masters Resources, L.L.C. for use of Vintage's boat dock located at the Point Barrow District Office.

Subject to Saltwater Disposal Agreement dated October 1, 2001 between Vintage Petroleum Inc. and Masters Resources, L.L.C. Whereby Vintage will accept Masters' water produced from Masters' wells located in the Trinity Bay Field , Chambers County, Texas, for disposal in its Point Barrow saltwater disposal facility located on the Point Barrow Facility so long as excess capacity in the Facility exists over and above that required by Vintage's operations.

Subject to Surface Lease and Easement date December 19, 2002 between Vintage Petroleum Inc. Lessor, and Masters Resources, L.L.C, Lessee. Wherein Lessor grants to Lessee a non-exclusive easement on over the Point Barrow Facility to lessee for the purpose of operating and maintaining and constructing pipelines, facilities, power lines or roads to and from the leased premises. Lessee owns equipment currently located on the leased premises, including: (1) TB #1 - 1500 Bbl - Bottled Gun Barrel. (2) TB #2 - 500 Bbl - Settling Tank. (3) TB #3 - 1000 Bbl - Sales Tank. (4) TB Heater. (5) Associated flow lines.

Subject to all easements, rights of way, surface leases and all similar grants of surface use affecting this land whether recorded or unrecorded in addition to those specifically described in Deed and Bill of Sale dated 5-31-91 between Exxon Corporation, Grantor and Vintage Petroleum Inc., grantee, rec. 91 146 205.

Subject to reservation of 1/16 of 8/8 non-participating royalty interest in favor of Estelle Ervine and J.E. Bishop, individually and as Independent Executors of the estate of J.E. Ervine, and their predecessors in interest.

Subject to call on oil and gas production. Assignment and Bill of Sale dated 5-1-91 rec. 91 146 152 Exxon to Vintage, Exxon reserves a preferential right to purchase oil and gas for a term of 21 years from date effective date. Expires 5-1-2012.

02 595 777

Exhibit H
to the Assignment and Bill of Sale
dated December 23, 2002

1. AIR COMPRESSOR 24" X 48" TANK, 2 STAGE WITH 7.5 H P MOTOR AND TRANSFORMER (NEEDED AT WRA)
2. KUBOTA LA 650 TRACTOR WITH FRONT END LOADER, IMPLEMENTS INCLUDED: 5' SHREDDER, 4' TILLER AND BOX BLADE
3. GROVE RT 58 DIESEL POWERED 14 TON CHERRY PICKER
4. TANDEM AXLE UTILITY TRAILER
5. 5' X 3' X 3' ALUMINUM MECHANICS TOOL BOX WITH TOOLS
6. MILLER BOBCAT 225 HELI-ARC WELDING MACHINE
7. 4 H P HONDA WITH 2" WAYNE PUMP
8. HUSKY 42" RIDING MOWER (16 H P)
9. 5 H P CAMPBELL/HAUSFIELD PORTABLE AIR COMPRESSOR
10. LINCOLN AC 224 ARC WELDER
11. 5 H P TROY BUILT TILLER
12. STACK PACK PRODUCTION UNIT WITH 1.5 MMBTU 10M W.P. LINE HEATER AND 10' X 30' 1440 W.P. SEPERATOR WITH CONTROLS
13. NATCO 1.5 MMBTU 10M W.P. LINE HEATER
14. NATCO 10' X 30' 1440 W.P. 3 PHASE SEPERATOR (SKID MOUNTED)
15. 399 CAT WITH 2 STAGE C.P. COMPRESSOR PACKAGE
16. 398 CAT WITH 2 STAGE C.P. COMRESSOR PACKAGE
17. 2 - 1197 WAUKESHA WITH 100 KV GENERATOR SET
18. 135 WAKESHA WITH 31 KV GENERATOR SET
19. ASSORTED VALVES AND C-CLASS CONDITION SEPERATORS AND DEHYS STACKED IN POINT BARROW YARD

02 595 778

02 595 780

WALTER H. WALNE, III
ATTORNEY
17 SOUTH BRIAR HOLLOW, SUITE 208
HOUSTON, TEXAS 77027
TELEPHONE: 713/622-2881 TELECFPIER: 713/622-2888

57.114

470208-5

STATE OF TEXAS
COUNTY OF CHAMBERS
I, SUSAN E. ROSHTO, hereby certify that this instrument
as FILED in file number sequence on the date and at the
time stamped hereon by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Chambers County, Texas, as stamped hereon by me on



JAN 14 2003
Susan E. Roshto
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

FILED FOR RECORD
2002 DEC 30 PM 1:42

Thomas A. Roshto
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

See envelope

Attachment #2

Vol. 292, Pg. 257

**Pipeline Easement
USX Corporation to Vintage Petroleum, Inc.**

EXHIBIT "G"

**Channel "E" @ Station 21+03
State Hwy. 99 @ Station 514+66**

OFFICIAL PUBLIC RECORDS
CHAMBERS COUNTY, TEXAS
Norma (Beanie) Rowland County Clerk

1368-B

96 292 57

FISHER'S REEF PIPELINE EASEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CHAMBERS

§

§

THAT USX Corporation, a Delaware corporation, formerly known as United States Steel Corporation, having offices at Suite 100, 5200 East McKinney Road, Baytown, Chambers County, Texas, hereinafter referred to as "Grantor", in consideration of payment of the sum of Ten and No/100 (\$10.00) Dollars and for other good and valuable considerations, the receipt and sufficiency of which are acknowledged by Grantor, and intending to be legally bound hereby, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto Vintage Petroleum, Inc., incorporated in the State of Delaware, having an office at 4200 One William Center, Tulsa, Oklahoma, and authorized to do business in the State of Texas, hereinafter referred to as "Grantee", a pipeline easement 50 feet in width on Grantor's property described on Exhibits F and G attached hereto and made parts hereof, situate in the John Steele Survey, Abstract No. 227; the Chambers County School Land Survey, Abstract No. 321; and the Solomon Barrow Survey, Abstract No. 3 all situate in Chambers County, Texas, hereinafter referred to as the "Easement".

This Easement is granted by Grantor for the existing Fisher's Reef 6" and 8" Pipeline hereinafter referred to as the "Pipeline" and for the use, operation, servicing, maintenance, repair, removal and replacement of the Pipeline and all necessary equipment by Grantee at Grantee's cost.

Grantor also grants unto Grantee temporary access rights to the Easement over and on land owned by Grantor abutting the Easement for the use, operation, servicing, maintenance, repair, removal and replacement of the Pipeline, at the risk and expense of the Grantee and provided Grantee restores Grantor's land as nearly as practicable to the condition existing prior to Grantee's access hereto.

Grantee may cut and remove from the Easement any bushes or trees which interfere with Grantee's operations provided all debris is removed from the Easement and Grantor's property.

Grantor reserves the right to use the Easement land for any lawful purpose provided that use does not interfere with Grantee's pipeline operation, and Grantor also reserves the right to grant to others easements, rights-of-way or licenses to cross over, under or through the Easement, provided Grantee's rights hereunder are maintained and provided Grantor notifies Grantee. Grantor reserves all minerals and mineral rights in and under the Easement, including the rights of exploration and extraction of all minerals and the right to grant any such rights to others subject to Grantee's rights herein. Grantor also reserves the right to encase the Pipeline or any part thereof at Grantor's cost and upon notice to and approval of the Grantee.

Grantor shall upon notice to and approval of Grantee have the right to relocate and replace any part of the Pipeline in the Easement at Grantor's cost, in which case, Grantor shall provide Grantee with a new easement upon the same terms contained herein.

This Easement supersedes all prior grants whether or not of record in and for the Pipeline, including but not limited to all those certain easements granted to Humble Oil &

Refining Company and any predecessor of Grantee, to the end that all prior easement rights of Grantee and its predecessors to the Pipeline are hereby extinguished.

This Easement is granted and subject to:

1. all roads, public and private;
2. all mineral rights and royalties of record;
3. all visible easements and rights-of-way;
4. all recorded easements, rights-of-way, restrictions, conditions, reservations, covenants and other rights;
5. all canals and waterways.

Grantee by accepting this grant agrees to comply with all local, county, state and federal rules, regulations, ordinances, orders, decrees, permits, laws or statutes applicable to Grantee's use of the Easement and its ownership and use of the Pipeline, and GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS, SUITS, COSTS, OR ANY OTHER LIABILITIES ARISING FROM GRANTEE'S USE OF THE EASEMENT AND OWNERSHIP AND USE OF THE PIPELINE. In the event that any leakage, spillage, discharge or releases of any product in the Pipeline occurs, Grantee shall without notice clean up and remediate the Easement and land thereunder at Grantee's cost.

Grantee shall have no right to assign or transfer to anyone any right or interest under this Easement without Grantor's prior approval, which approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the above described Easement unto Grantee, its successors and assigns until the Pipeline is abandoned.

Grantor, for itself, its successors and assigns hereby agrees to warrant and defend the above described Easement unto the Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise.

WITNESS the due execution by Grantor and Grantee this 14th day of

March, 1996.

GRANTOR:
USX CORPORATION

By _____

A. E. Ferrara, Jr.
A. E. Ferrara, Jr.
President-USX Realty Development
a Division of U. S. Steel Group
USX Corporation

GRANTEE:
VINTAGE PETROLEUM, INC.

By _____

Lynn D. Fees
Lynn D. Fees
Title Manager, Gathering & Processing

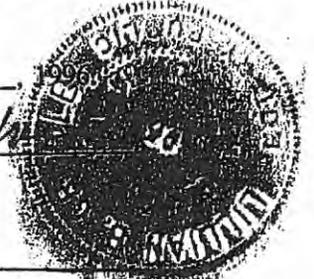
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA §
§
COUNTY OF ALLEGHENY §

Before me, the undersigned Notary Public, personally appeared A. E. Ferrara, Jr., who being duly sworn according to law deposes that he is the President-USX Realty Development, a Division of U.S. Steel Group, USX Corporation, and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 8th day of MARCH

Lillian B. Grindle
Notary Public



AFFIDAVIT

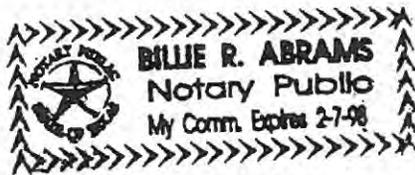
STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

Notarial Seal
Lillian B. Grindle, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 1, 1997
Member, Pennsylvania Association of Notaries

Before me, the undersigned Notary Public, personally appeared Lynn D. Fees, who being duly sworn according to law deposes that he is the Manager, Gathering & Processing of Vintage Petroleum, Inc., and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 13 day of March, 1996.

Billie R. Abrams
Notary Public



STATE OF TEXAS
 COUNTY OF CHAMBERS

EXHIBIT "F"

The centerline of a 50 foot wide pipeline easement situated in the JOHN STEELE SURVEY, Abstract No. 227 Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: All Bearings are Lambert Grid Bearings and all Coordinates refer to the State Plane Coordinate System, South Central Zone, 1927 Datum.

BEGINNING at a point at the "T" intersection of three (3) exposed pipelines in a fenced valve site, having a State Plane Coordinate System value of X= 3,297,512.78 and Y= 716,398.54 and situated in USX REALTY DEVELOPMENT Tract 35-G. Tract 35-G, being the same tract conveyed by Dorene Shoemaker et vir, to United States Steel Corporation by Deed recorded in Volume 300, Page 715 of the Deed Records of Chambers County, Texas, and being South 03°01'33" East - 2236.09 feet from a U. S. Steel Corporation concrete monument with brass cap marked 3-5D found for the Southwest corner of a 15.774 acre tract called Tract 2 conveyed by Fleda Schilling et al, to Houston Lighting & Power Company by Deed dated March 22, 1967 and recorded in Volume 284, Page 833 of the Deed Records of Chambers County, Texas;

THENCE North 85°39'43" East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 35-G a distance of 22.57 feet to an angle point in said pipeline;

THENCE North 78°19'49" East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 35-G and USX Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967, and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, a distance of 1168.31 feet to the TERMINAL POINT of this easement in the Northwest right of way line of State F. M. Highway No. 1405, having a State Plane Coordinate System value of X= 3,298,679.32 and Y= 716,633.12, from which a concrete highway right of way monument in the Northwest right of way line bears South 38°40'38" West - 241.97 feet;

STATE OF TEXAS
COUNTY OF CHAMBERS

EXHIBIT "G"

The centerline of a 50 foot wide pipeline easement situated in the JOHN STEELE SURVEY, Abstract No. 227, the CHAMBERS COUNTY SCHOOL LAND SURVEY, Abstract No. 321, and the SOLOMON BARROW SURVEY, Abstract No. 3, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: All Bearings are Lambert Grid Bearings and all Coordinates refer to the State Plane Coordinate System, South Central Zone, 1927 Datum.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the Southeast right of way line of State F. M. Highway No. 1405, having a State Plane Coordinate System value of X= 3,299,137.26 and Y= 716,727.70, from which a concrete highway right of way monument in the said Southeast right of way line bears South 38°30'00" West - 600.36 feet;

THENCE North 78°19'49" East with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967, and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, a distance of 1468.69 feet to an angle point in said pipeline;

THENCE South 86°04'31" East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 10 and USX Tract No. 1, being the same tract of land conveyed to United States Steel Corporation by G. A. Laughlin by deed March 16, 1967, and recorded in Volume 283 at Page 726 of the Deed Records of Chambers County, Texas, and across an easement conveyed to United States Steel Corporation by Southern Pacific Company by instrument dated May 24, 1966, and recorded in Volume 276 at Page 114 of the Deed Records of Chambers County, Texas, at 7135.6 feet pass the East line of said STEELE SURVEY and the West line of said CHAMBERS COUNTY SCHOOL LAND SURVEY and continue for a total distance of 8795.47 feet to an angle point in said pipeline;

PAGE NO. 2 OF 2 - EXHIBIT "G"

THENCE North $85^{\circ}33'37''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 1 at 130.1 feet pass the East line of said CHAMBERS COUNTY SCHOOL LAND SURVEY and the West line of said SOLOMON BARROW SURVEY and the East line of USX Tract No. 1 and the West line of USX Tract No. 6, being the same tract of land conveyed to United States Steel Corporation by Elizabeth Barrow by deed dated May 1, 1967, and recorded in Volume 285 at Page 378 of the Deed Records of Chambers County, Texas, and continue across USX Tract No. 6 and USX Tract No. 100 A, being the same tract of land conveyed to United States Steel Corporation by Billy G. Lawrence by deed dated April 17, 1967, and recorded in Volume 284 at Page 879 of the Deed Records of Chambers County, Texas, for a total distance of 5083.52 feet to an angle point in said pipeline;

THENCE North $84^{\circ}59'24''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 100 A a distance of 1519.01 feet to an angle point in said pipeline in a fenced pig trap site;

THENCE North $02^{\circ}10'30''$ West continuing with the approximate existing centerline of said pipeline and the centerline of this easement a distance of 5.47 feet to an angle point in said pipeline in a fenced pig trap site;

THENCE North $84^{\circ}48'24''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract 100 A a distance of 897.36 feet to an angle point in said pipeline;

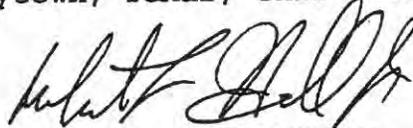
THENCE North $88^{\circ}14'40''$ East continuing with the approximate existing centerline of said pipeline and the centerline of this easement across USX Tract No. 100 A a distance of 140.46 feet to the TERMINAL POINT of this easement in the West right of way line of State F. M. Highway No. 2354 and in the East line of USX REALTY DEVELOPMENT Tract No. 100 A having a State Plane Coordinate System value of $X= 3,316,963.67$ and $Y= 717,039.92$, from which a wood fence corner post at the Southeast corner of Tract No. 100A and the Northeast corner of USX Tract No. 7, being the same tract of land conveyed to United States Steel Corporation by V. P. Ringer by deed dated October 31, 1969, and recorded in Volume 338 at Page 716 of the Deed Records of Chambers County, Texas, bears South $02^{\circ}00'40''$ East - 15.48 feet.

SURVEYED: January, 1993, and March, 1994

SURVEYOR'S CERTIFICATE

I, Robert L. Hall, Jr., Registered Professional Land Surveyor No. 1610, do hereby certify that the foregoing field notes identified as Exhibits F and G were prepared from an actual survey made on the ground on the date shown and that all lines, boundaries and landmarks are accurately described therein.

WITNESS my hand and seal at Baytown, Texas, this 25th day of May, A.D., 1994.



REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1610



FILED FOR RECORD

96 MAR 20 PM 2:30

Norma H. ...
COUNTY CLERK
CHAMBERS COUNTY

STATE OF TEXAS
COUNTY OF CHAMBERS
I, NORMA (Dorinda) Rowland, hereby certify that this instrument
is FILED in the number sequence on the date and at the
time stamped herein by me, and was duly RECORDED in
the volume and page of the OFFICIAL PUBLIC RECORDS of
Chambers County, Texas, as stamped herein by me on
MAR 22 1996



Norma Rowland
COUNTY CLERK
CHAMBERS COUNTY, TEXAS

X 5-D
JAMES
STEEL CORP.
PG. 869
D. R. 326
O. 1967

1405

POINT OF BEGINNING
EXHIBIT - G
X = 3 299 137.26
Y = 3 716 727.70

CONCRETE R/W
MONUMENT
X = 3 298 763.57
Y = 3 716 257.91

U S X 10
TRACT 10
L. D. WILTON
TO
STEEL CORP.
UNITED STATES PG. 186
VOL. 285 D. R. 1967
FEB. 28. 1967

U S X 11
TRACT 11
G. A. LAUGHLIN
TO
STEEL CORP.
UNITED STATES PG. 726
VOL. 285 D. R. 1967
MAR. 15. 1967

FISHER REEF
8" PIPE LINE

50 FOOT PIPE LINE EASEMENT
EXHIBIT - G

S 86° 04' 31" E 8795.47'

SURVEY LINE

SOUTHERN-PACIFIC TRACT #

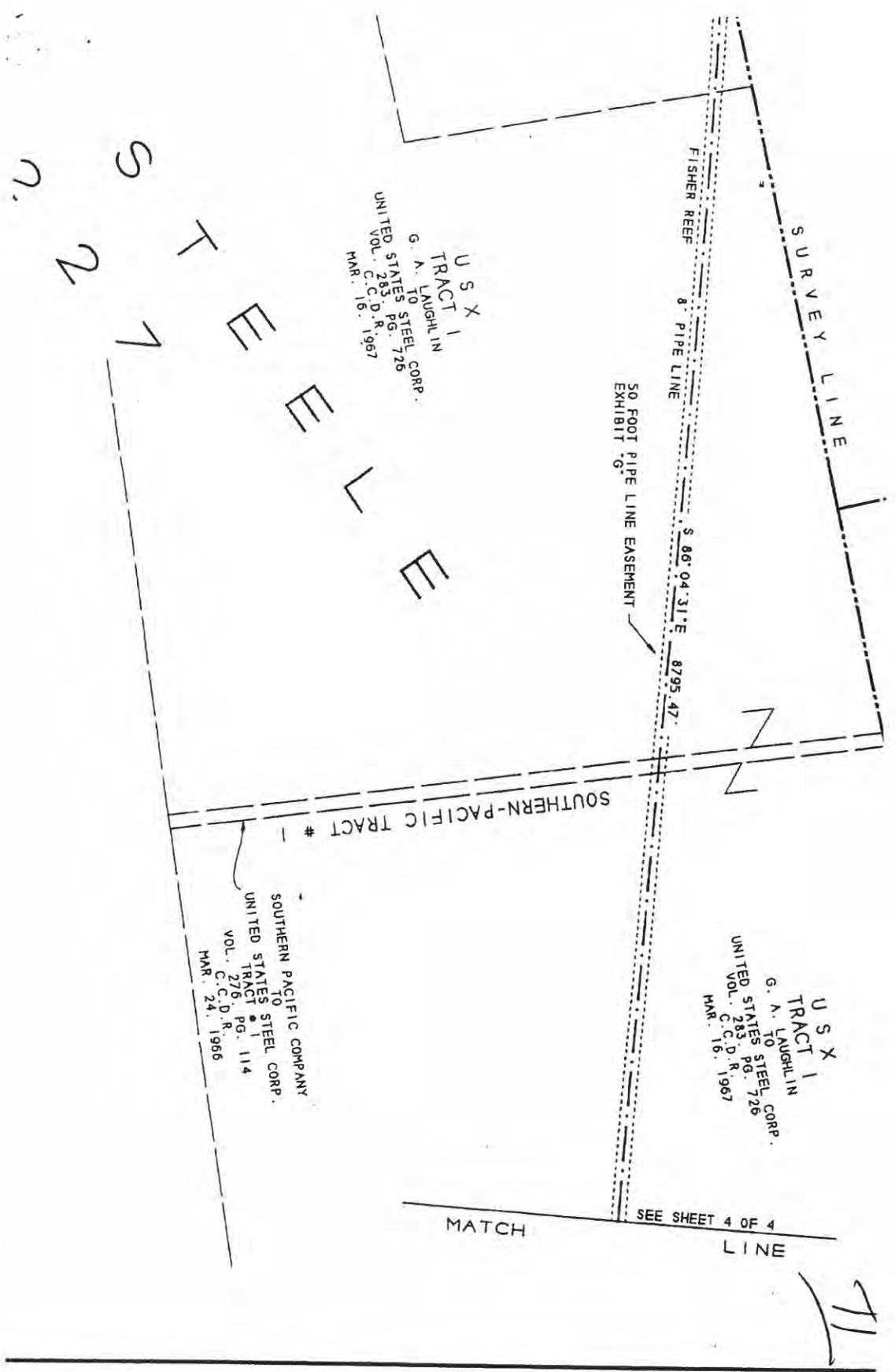
SOUTHERN
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U S X
TRACT # 1
G. A. LAUGHLIN
TO STEEL CORP.
UNITED STATES PG. 726
VOL. C.C.D.R. 1967
MAR. 16, 1967

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G. A. LAUGHLIN
TO STEEL CORP.
UNITED STATES PG. 726
VOL. C.C.D.R. 1967
MAR. 16, 1967

SOUTHERN PACIFIC COMPANY
TO
UNITED STATES STEEL CORP.
TRACT # 1
VOL. 270 D.R. 114
C.C.D.R. 1966
MAR. 24, 1966

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G. A. LAUGHLIN
UNITED STATES STEEL CORP.
VOL. 283, PG. 726
C.C.D.R. 1967
MARCH 16, 1967

4

H A M B E R S
S C H O O L S
C O U N T Y
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FISHER REEF
8 PIPELINE

Proposed
Channel "E"

S U R V E Y
L I N E

Proposed SH 99

ELIZABETH BARI
UNITED STATES STEEL CORP.
VOL. 285, PG. 378
C.C.D.R. 1967
MAY 1, 1967

END 5/8" IR



CHAMBERS COUNTY
SCHOOL LAND

SURVEY

FISHER REEF
8" PIPELINE

FND 5/8" IR

ELIZABETH BARROW
TO
UNITED STATES STEEL CORP.
VOL. 285, PG. 378
C.C.D.R.
MAY 1, 1967

U S X
T R A C T
6

50 FOOT PIPE LINE EASEMENT
EXHIBIT 'G'

130.1'

N 85° 33' 37" E 5083.52'

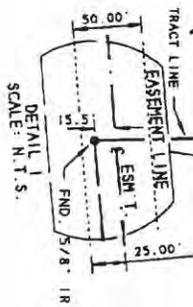
FISHER REEF
8" PIPELINE

FND 5/8" IR

FISHER REEF
4" PIPELINE

B

A



U S X
T R A C T
ELIZABETH BA.
UNITED STAT. SITE
VOL. 285, PG.
C.C.D.R.
MAY 1, 1967

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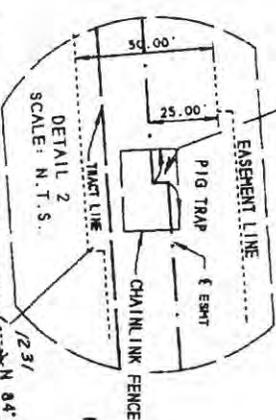
IV

N 02° 10' 30" W - 5.47'

BARROW
TRACT 100 A
BILLY G. LAWRENCE
UNITED STATES STEEL CORP.
VOL. 284, PG. 879
C.C.D.R.
APRIL 17, 1967

ISHER REEF
PIPELINE

TRACT 6
ELIZABETH BARROW
TO
UNITED STATES STEEL CORP.
VOL. 285, PG. 378
C.C.D.R.
MAY 1, 1967



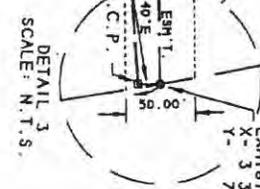
FND 5/8" IR

V.P. RINGER
TO
UNITED STATES STEEL CORP.
VOL. 338, PG. 795
C.C.D.R.
OCT. 31, 1969

TRACT 7

F.C.P.

STATE FM HWY NO. 2354



TERMINAL POINT
G.
EXHIBIT
X-3 316 963.67
Y-717 039.92

3

V

Attachment #3

Vol. 413, Pg. 797

**Pipeline Easement
USX Corporation to Vintage Petroleum, Inc.**

**EXHIBIT "C-2"
State Hwy. 99 @ Station 362+94**

**EXHIBIT "D"
Channel "K" @ Station 10+97**

3319-13

RED FISH REEF PIPELINE EASEMENT AMENDMENT

99 413 797

STATE OF TEXAS

COUNTY OF CHAMBERS

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KNOW ALL MEN BY THESE PRESENTS

WHEREAS, heretofore under the date of March 18, 1996, **USX CORPORATION**, formerly known as United States Steel Corporation, (hereinafter called "Grantor"), executed and delivered to **Vintage Petroleum, Inc.**, (hereinafter called "Grantee", an instrument titled "Red Fish Reef Pipeline Easement" (hereinafter called "Instrument") recorded in Volume 292, Page 42, of the Official Public Records of Chambers County, Texas, granting, selling and conveying a Pipeline Easement 50 feet in width on Grantor's property situate in the John Ijams Survey, Abstract No. 15; the John Steel Survey, Abstract No. 227; and the Christian Smith Survey, Abstract No. 22, all situate in Chambers County, Texas, described in said Instrument; and

WHEREAS, Grantor and Grantee, now desire to amend the said Instrument to change the location and width of portions of the Pipeline Easement to the location and width described in "Exhibits A, C-1, C-2, D and E" attached hereto and made a part hereof and to establish a non-exclusive Surface Easement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged by each party to the other, Grantor and Grantee hereby agree that the location of the centerline of the underground Pipeline Easement is changed to the location as described in "Exhibit A" attached hereto and made a part hereof and that the width of the underground Pipeline Easement is changed from 50 feet to two (2) feet as described in "Exhibits A, C-1, C-2, D and E" attached hereto and made a part hereof.

Further, Grantee hereby specifically abandons and releases unto Grantor that portion of the prior easement as described in "Exhibit H" attached hereto and made a part hereof.

Grantor also grants unto Grantee a 40-foot wide non-exclusive Surface Easement, the centerline or base line of which is the same as the centerline of the underground Pipeline Easement herein before described, for the use, operation, servicing, maintenance, repair, removal and replacement of the Pipeline. The location and extent of such Surface Easement is as described in "Exhibits A, C-1, C-2, D and E" attached hereto and made a part hereof.

It is agreed by the parties hereto that nothing herein contained shall be construed as altering, amending or affecting said Instrument or any of its terms and provisions except as (i) the same are specifically amended to change the location and width of the 50 foot wide Pipeline Easement and (ii) the prior 50 foot wide easement granted to Grantee is hereby abandoned and released by Grantee to the extent the prior easement differs from the amended location and width. The provisions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS the execution hereof in duplicate originals on this 24th day of May, 1999.

ATTEST:

By: [Signature]
Title: Assistant Secretary

GRANTOR:

USX CORPORATION

By: [Signature]
Peter Moller, President
USX Realty Development
a Division of U. S. Steel Group
USX Corporation

APPROVED:
AS TO FORM
LAW DEPT.
[Signature]

ATTEST:

By: [Signature]
Its: Asst. Secretary

GRANTEE:

VINTAGE PETROLEUM, INC.

By: [Signature]
Lynn D. Fees
Manager, Gathering & Facilities

AFFIDAVIT

99 413 799

COMMONWEALTH OF PENNSYLVANIA

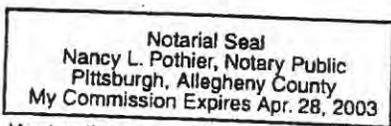
COUNTY OF ALLEGHENY

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Before me, the undersigned Notary Public, personally appeared Peter Moller, who being duly sworn according to law deposes that he is the President-USX Realty Development, a Division of U.S. Steel Group, USX Corporation, and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 24th day of May, 1999.

Nancy L. Pothier
Notary Public



Member, Pennsylvania Association of Notaries

AFFIDAVIT

STATE OF Oklahoma

COUNTY OF Tulsa

§
§
§

Before me, the undersigned Notary Public, personally appeared Lynn D. Fees, who being duly sworn according to law deposes that he is the Mgr. Gathering Facilities of Vintage Petroleum, Inc. and has executed the within Easement in that capacity.

WITNESS my hand and notary seal this 12th day of May, 1999.



Betty Rohland
Notary Public

EXHIBIT "A"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot surface easement situated in the John Ijams Survey, Abstract No. 15, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the North right of way line of Cedar Point Road, and in the South line of a tract of land called Tract No. 3 in a deed dated December 28, 1966, from Jones and Laughlin Steel Corporation to United State Steel Corporation, recorded in Volume 281, Page 128 et seq., of the Deed Records of Chambers County, Texas, having a State Plane Coordinate System value of X= 3,295,523.94 and Y= 686,912.23, from which a 1 inch iron pipe found at an interior corner in the South line of said Tract No. 3 and the Southwest corner of a 5.0 acre tract conveyed to Humble Oil and Refining Company by deed recorded in Volume 236, Page 348 of the Chambers County Deed Records bears North 87°19'05" East 1180.79 feet.

THENCE in a Northerly direction with the approximate centerline of said existing pipeline and the centerline of these easements and over and across said Tract No. 3 the following courses:

North 05°31'49" East, 993.90 feet;
North 05°28'26" East, 2227.40 feet;
North 07°42'28" East, 57.42 feet;
North 47°00'37" East, 12.65 feet;
North 29°29'42" East, 88.84 feet;
North 39°30'52" East, 71.80 feet;
North 70°13'55" East, 608.49 feet;
North 64°59'32" East, 20.67 feet;
North 46°17'33" East, 96.84 feet;
North 42°30'06" East, 117.36 feet;

North $39^{\circ}56'45''$ East, 185.22 feet to the TERMINAL POINT of these easements, in the Northeast line of said Tract No. 3, and in the Southwest right of way line of Tri - City Beach Road, 80 foot wide right of way, having a State Plane Coordinate Value of $Y = 690,826.49$ and $X = 3,296,798.03$. From this TERMINAL POINT the North corner of said Tract No. 3 in the Southwest right of way of Tri - City Beach Road bears North $47^{\circ}18'33''$ West a distance of 770.30 feet.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 802

EXHIBIT "C-1"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot wide surface easement situated in the John Ijams Survey, Abstract No. 15 and the John Steele Survey, Abstract No. 227, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the North line of a 331.1178 acre tract of land conveyed to U.S. Denro Steels, Inc., by USX Corporation by deed dated November 4, 1997, and recorded in Volume 348 at Page 741 of the Official Public Records Chambers County, Texas, and in a South line of the residue of USX Realty Tract No. 5-A, being the same tract of land conveyed to United States Steel Corporation by David T. Searls by deed dated August 3, 1966, and recorded in Volume 277 at Page 342 of the Deed Records of Chambers County, Texas having a State Plane Coordinate Value of X = 3,296,743.62 and Y = 703,370.00. From the BEGINNING point a 3/4 inch iron rod for the Northwest corner of said 331.1178 acre tract in the East right of way line of State F. M. Highway No. 1405, 300 foot wide right of way, bears West 45.37 feet.

THENCE North 01°35'29" East continuing with the approximate centerline existing of said pipeline and the centerline of these easements, across USX Tract No. 5-A and USX Tract No. 3-A, being the same tract of land conveyed to United States Steel Corporation by John R. Kilgore by deed dated February 21, 1967, and recorded in Volume 282 at Page 696 of the Deed Records of Chambers County, Texas, a distance of 1561.32 feet to an angle point in said pipeline.

THENCE North 01°31'30" East continuing with the approximate centerline of said existing pipeline and the centerline of these easements, across USX Tract 3-A, USX Tract 2-B, being the same tract of land conveyed to United States Steel Corporation by Earl W. Wilburn by deed dated March 1, 1967, and recorded in Volume 283 at Page 110 of the Deed Records of Chambers County, Texas, and across USX Tract No. 2, being the same tract of land conveyed to United States Steel Corporation by Marjorie W. Laughlin by deed dated March 16, 1967, and recorded in Volume 283 at Page 711 of the Deed Records of Chambers County, Texas, at 1227.60 feet pass the North line of the said Ijams Survey and the South line of the said Steele Survey, in all a total distance of 2129.23 feet to the TERMINAL POINT of these easements, and the Southwest corner of a 15.9975 acre tract of land conveyed to Mobley Company, Inc by USX Corporation by deed dated February 28, 1993 and recorded in Volume 201 at Page 260 of the Official Public Records of Chambers County, Texas, having a State Plane Coordinate System value of X = 3,296,843.63 and Y = 705,058.77.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 804

EXHIBIT "C-2"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot wide surface easement situated in the John Steele Survey, Abstract No. 227, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, and the Northwest corner of a 13.1569 acre tract of land conveyed to Mobley Company, Inc by USX Corporation by deed dated February 28, 1993 and recorded in Volume 201 at Page 260 of the Official Public Records of Chambers County, Texas in the Southeast right of way line of a United States Steel Corporation 80 foot wide railroad reserve. This BEGINNING point has a State Plane Coordinate Value of X = 3,296,894.84 and Y = 708,713.38. From this BEGINNING point the Southwest corner of said 13.1569 acre tract, and the Southeast corner of said 4.4205 acre tract in the North line of a 80 foot wide easement conveyed by United States Steel Corporation to Houston Lighting & Power Company by Deed recorded in Volume 307, Page 332 of the Deed Records of Chambers County, Texas bears South 02°05'49" East a distance of 546.89 feet.

THENCE North 01°29'57" East continuing with the approximate centerline of said existing pipeline and the centerline of these easements crossing said railroad reserve and USX Tract No. 60, being the same tract of land conveyed to United States Steel Corporation by David T. Searls by deed dated June 22, 1966, and recorded in Volume 276 at Page 216 of the Deed Records of Chambers County, Texas, a distance of 937.17 feet to an angle point in said pipeline.

THENCE North 04°40'09" East continuing with the approximate centerline of said existing pipeline and the centerline of these easements across USX Tract No. 60 and USX Tract 28-U, being the same tract of land conveyed to United States Steel Corporation by Bert E. Fisher by deed dated April 3, 1967, and recorded in Volume 284 at Page 373 of the Deed Records of Chambers County, Texas, a distance of 1150.23 feet to the TERMINAL POINT of these easements in the South right of way line of State Highway Spur No. 55 and the existing North line of the residue of USX Realty Development Tract No. 28-U, having a State Plane Coordinate System value of X = 3,297,012.97 and Y = 710,796.39, from which a iron rod at the Northeast corner of said Houston Lighting & Power Co. 80 foot right of way bears South 15°40'41" East 2731.40 feet.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 806

EXHIBIT "D"

The centerline of a 2 foot wide underground pipeline easement and a 40 foot wide surface easement situated in the John Steele Survey, Abstract No. 227, Chambers County, Texas, said centerline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, at the North right of way line of State Highway Spur No. 55 and the existing South line of the residue of USX Realty Development Tract No. 13-B, being the same tract of land conveyed to United States Steel Corporation by Rosemary Jennings by deed dated March 8, 1967, and recorded in Volume 283 at Page 421 of the Deed Records of Chambers County, Texas, having a State Plane Coordinate System value of X = 3,297,075.50 and Y = 711,508.50 from which an iron rod at the Northeast corner of an 80 foot wide easement conveyed by United States Steel Corporation to Houston Lighting & Power Company by Deed recorded in Volume 307, Page 332 of the Deed Records of Chambers County, Texas bears South 11°25'42" East 3409.58 feet.

THENCE North 05°06'36" East with the approximate centerline of said existing pipeline and the centerline of these easements across USX Tract No. 13-B and Usx Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967 and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, a distance of 2965.49 feet to the TERMINAL POINT of these easements in the Southeast right of way line of State F. M. Highway No. 1405, having a State Plane Coordinate System value of X = 3,297,339.60 and Y = 714,461.86, from which a concrete highway right of way monument in the said Southeast right of way line bears South 38°28'30" West 1158.60 feet.

SURVEYED: September, 1998.

STATE OF TEXAS)
COUNTY OF CHAMBERS)

99 413 807

EXHIBIT "E"

The centerline of a 2 foot wide underground pipeline easement and the baseline of a 40 foot wide surface easement being parallel to and 5 feet West of said baseline and 35 feet East and parallel to said baseline situated in the John Steele Survey, Abstract No. 227 and the Christian Smith Survey, Abstract No. 22, Chambers County, Texas, said centerline and baseline being more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, in the Northwest right of way line of State F. M. Highway No. 1405, 300 foot wide right of way, having a State Plane Coordinate System value of X = 3,297,388.24 and Y = 715,005.79 from which a concrete highway right of way monument bears South 38°28'30" West 1614.31 feet.

THENCE North 05°06'36" East with the approximate centerline of said existing pipeline, the centerline of said underground pipeline easement, and the baseline of said surface easement across USX Tract No. 10, being the same tract of land conveyed to United States Steel Corporation by L. D. Wilburn, et al, by deed dated February 28, 1967 and recorded in Volume 283 at Page 186 of the Deed Records of Chambers County, Texas, and across USX Tract 35-H, being the same tract of land conveyed to United States Steel Corporation by Annie Lee Fisher by deed dated September 30, 1968, and recorded in Volume 300 at Page 726 of the Deed Records of Chambers County, Texas, and across USX Tract No. 35-G, being the same tract of land conveyed to United States Steel Corporation by Dorene Shoemaker by deed recorded in Volume 300 at Page 715 of the Deed Records of Chambers county, Texas, a distance of 1398.47 feet to an angle point in said pipeline centerline and baseline at the "T" intersection of three (3) exposed pipelines, having a State Plane Coordinate System value of X = 3,297,512.78 and Y = 716,398.54 situated in USX Realty Development Tract No. 35-G, located within a fenced valve site.

PAGE NO. 2 - EXHIBIT "E"

THENCE North $04^{\circ}58'41''$ East with the approximate centerline of said existing pipeline, the centerline of said pipeline easement, and the baseline of said surface easement, at 8.0 feet pass the North line of said Steele Survey and the South line of said Smith Survey, the North line of USX Tract 35-G and the South line of USX Tract No. 5-D, being the same tract of land conveyed to United States Steel Corporation by Truvy A. James by deed dated March 6, 1967, and recorded in Volume 284 at Page 869 and Volume 283 at Page 326 of the Deed Records of Chambers County, Texas, and continue for a total distance of 1303.84 feet to an angle point in said pipeline, centerline, and baseline.

THENCE North $05^{\circ}40'46''$ East continuing with the approximate centerline of said existing pipeline, the centerline of said pipeline easement, and the baseline of said surface easement across USX Tract 5-D a distance of 971.44 feet to an angle point in said pipeline, centerline, and baseline.

THENCE North $06^{\circ}25'08''$ West continuing with the approximate centerline of said existing pipeline, the centerline of said pipeline easement, and the baseline of said surface easement across USX Tract 5-D a distance of 35.95 feet to the TERMINAL POINT of these easements in the North line of USX Tract No. 5-D and the South line of a 15.774 acre tract called Tract Two (2) conveyed by Fleda Schilling et al, to Houston Lighting & Power Company by deed dated March 22, 1967 and recorded in Volume 284, Page 833 of the Deed Records of Chambers County, Texas, said TERMINAL POINT having a State Plane Coordinate System value of $X = 3,297,718.02$ and $Y = 718,699.58$ and being North $78^{\circ}03'51''$ East 330.43 feet from U.S. Steel Corp. monument No. 3-5 D at the Southwest corner of said 15.774 acre tract.

SURVEYED: September, 1998.

99 413 809

STATE OF TEXAS)
COUNTY OF CHAMBERS)

EXHIBIT "H"

The centerline of an abandoned 50 foot wide pipeline easement situated in the John Ijams Survey, Abstract No. 15, Chambers County, Texas, said centerline is more particularly described by metes and bounds as follows, to wit:

NOTE: ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1927 DATUM. ALL DISTANCES ARE ACTUAL DISTANCES. REFERENCE IS MADE TO PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

BEGINNING at a point, the approximate centerline of an existing underground pipeline, having a State Plane Coordinate Value of X = 3,295,832.17 and Y = 690,118.35.

THENCE North 05°28'26" East with the centerline of this pipeline easement abandonment over and across a tract of land called Tract No. 3 in a deed dated December 28, 1966, and recorded in Volume 281 at Page 128 et seq., from Jones and Laughlin Steel Corporation to United States Steel Corporation in the Deed Records of Chambers County, Texas, a 20 foot wide Private Road and USX REALTY DEVELOPMENT Tract No. 33-C being the same tract of land conveyed to United States Steel Corporation by deed recorded in Volume 429 at Page 512 of the Deed Records of Chambers County, Texas, a distance of 1,478.21 feet to the TERMINAL POINT of the centerline of this pipeline easement abandonment, in the Northeast line of said Tract No. 33-C, and in the Southwest right of way line of Tri - City Beach Road, 80 foot wide right of way. This TERMINAL POINT has a State Plane Coordinate Value of X = 3,295,973.16 and Y = 691,589.66. From this TERMINAL POINT US Steel Monument No. 37-33 found in the Southwest right of way of Tri - City Beach Road bears North 47°02'29" West a distance of 1,291.68 feet.

SURVEYED: September, 1998.

PAGE NO. 2 - EXHIBIT "H"

SURVEYOR'S CERTIFICATE

I, Roy Lynn Fisher, Registered Professional Land Surveyor No. 5068, do hereby certify that the foregoing field notes of Exhibits "A", "C-1", "C-2", "D", "E", and "H" were prepared from an actual survey made under my supervision on the ground on the date shown and that all lines, boundaries and landmarks are accurately described therein.

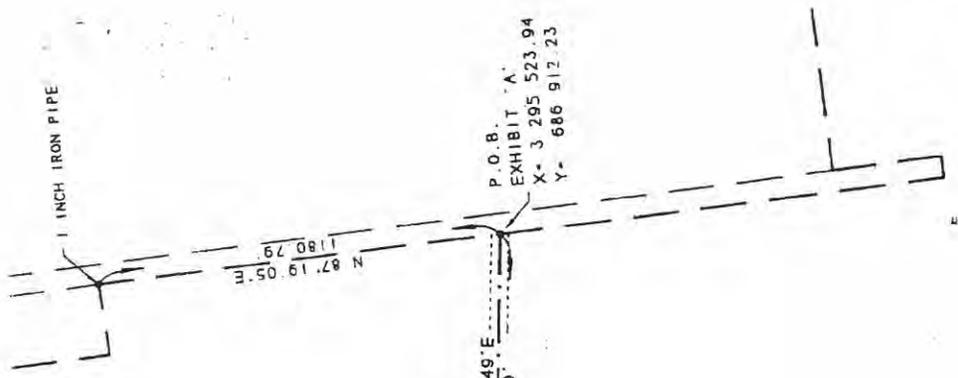
WITNESS my hand and seal at Baytown, Texas, this 19th. day of October A.D., 1998.

Roy Lynn Fisher

REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5068
98-1499.FDN



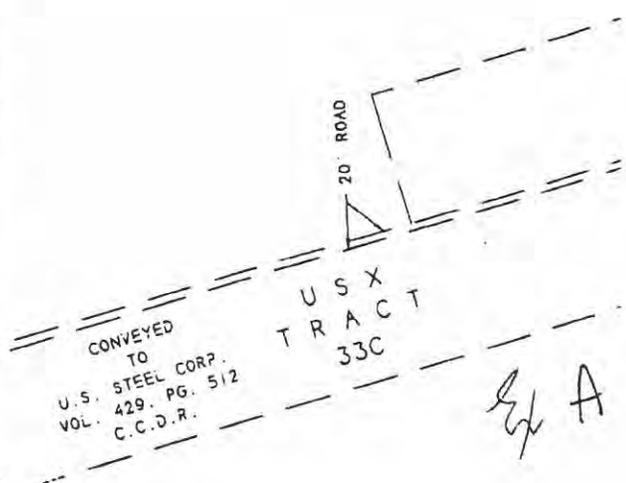
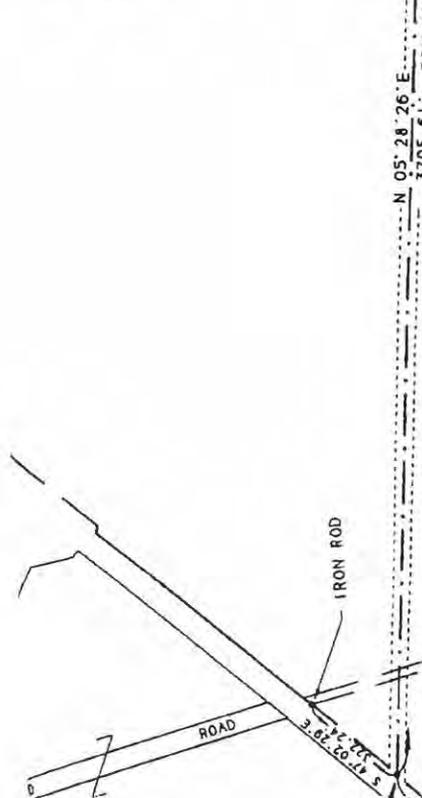
REVISED: MARCH 29, 1999.



7 1/2 IN STEEL PIPE
 TO
 ED STATES STEEL CORP.
 T R A C T
 VOL. 281 PG. 3
 C.C.D.R. 128
 DEC. 28, 1966

RED FISH REEF 8" EXTENSION PIPELINE

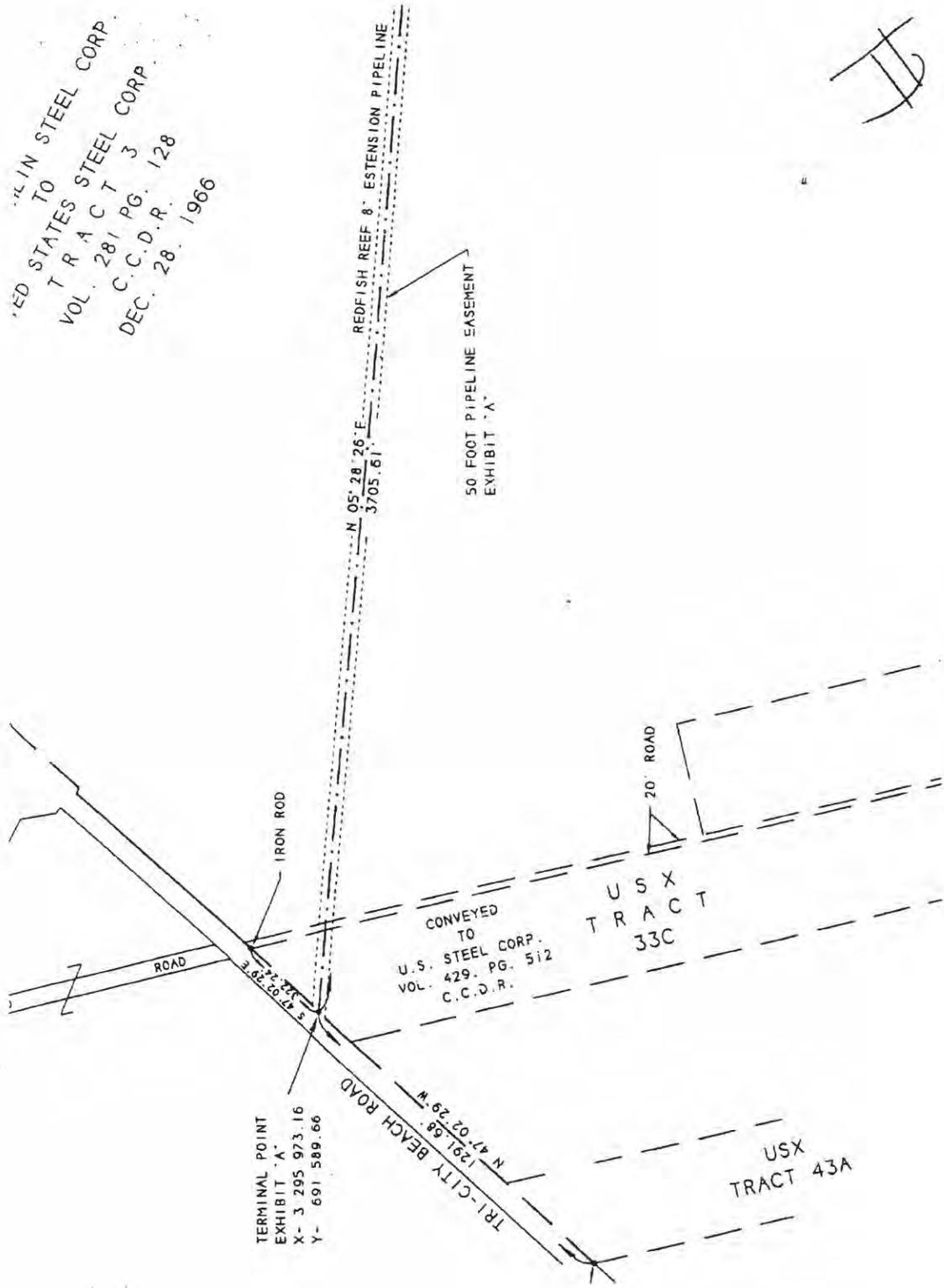
50 FOOT PIPELINE EASEMENT
EXHIBIT 'A'



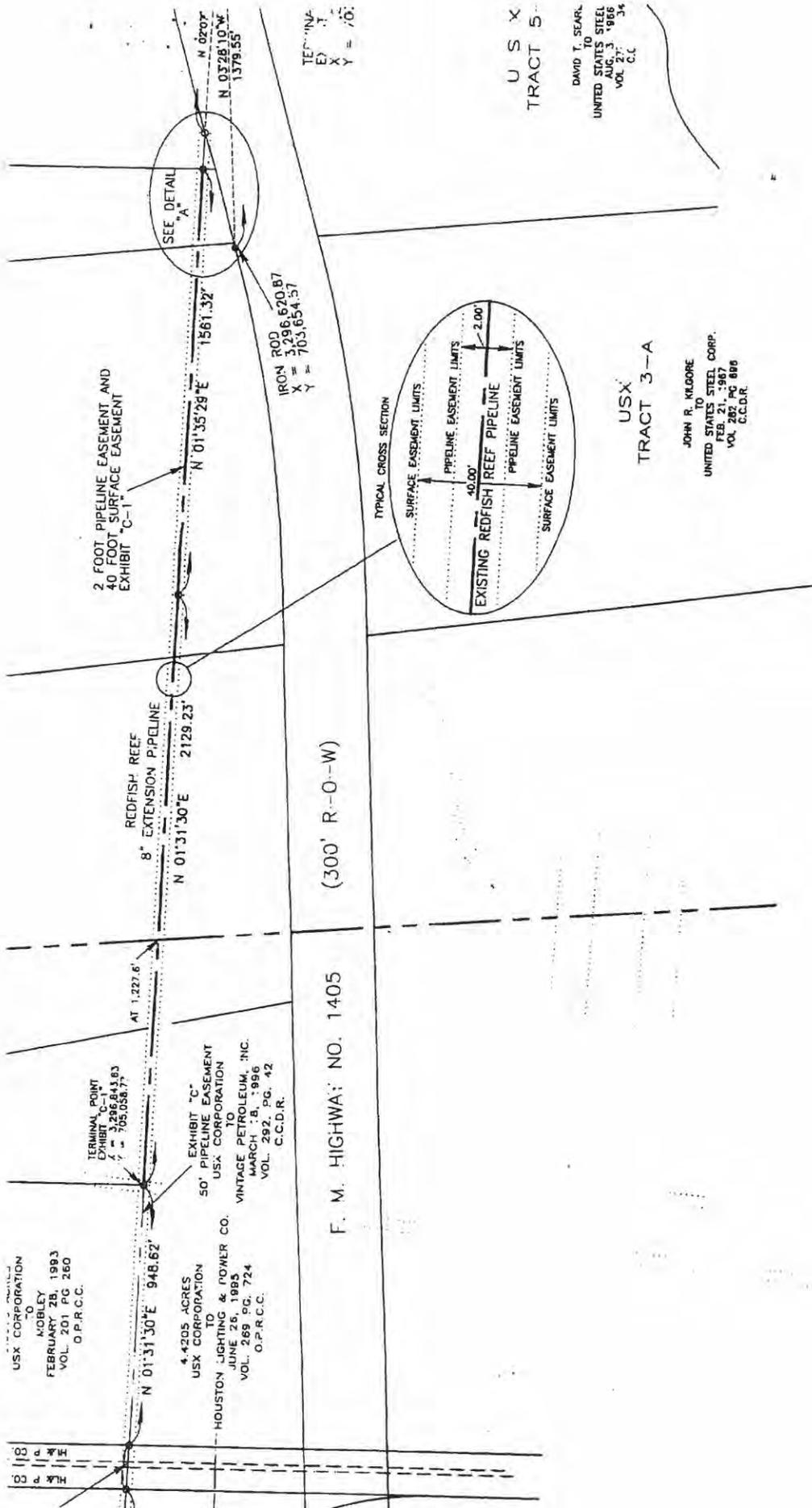
H

EJA

U.S. STEEL CORP.
TO
U.S. STEEL CORP.
VOL. 281 PG. 3
C.C.D.R. 128
DEC. 28, 1966



Ex A cont'd



USX CORPORATION
TO
MOBLEY
FEBRUARY 28, 1993
VOL. 201 PG 260
O.P.R.C.C.

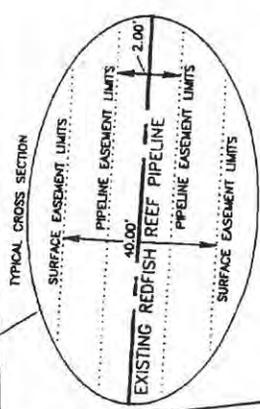
TERMINAL POINT
EXHIBIT "C-1"
N = 3,296,643.63
E = 705,058.77

EXHIBIT "C"
50' PIPELINE EASEMENT
USX CORPORATION
TO
VINTAGE PETROLEUM, INC.
MARCH 18, 1996
VOL. 292, PG. 42
C.C.D.R.

4.4205 ACRES
USX CORPORATION
TO
HOUSTON LIGHTING & POWER CO.
JUNE 26, 1995
VOL. 269 PG. 724
O.P.R.C.C.

F. M. HIGHWAY NO. 1405
(300' R-O-W)

IRON ROD
N = 2,296,620.87
E = 5,153,654.57
X = 705,654.57
Y = 705,654.57



USX
TRACT 3-A

JOHN R. KILGORE
TO
UNITED STATES STEEL CORP.
FEB. 21, 1987
VOL. 282 PG 688
C.C.D.R.

USX
TRACT 5

DAVID T. SEARL
TO
UNITED STATES STEEL
CORPORATION
VOL. 273, 1986
PG. 34
C.C.



Ex C-2

I, Roy Lynn Fisher
 do hereby certify
 the ground survey
 and that all lines
 shown hereon.

WITNESS my hand
 October, A. D.,

R. L. Fisher
 REG. PROFESSIONAL
 NO. 5068

ANNIE LEE FISHER
TO
UNITED STATES STEEL CORP.
VOL. 300 PG. 7:
C.C.D.R.
SEPT. 30, 1968

United States Steel Corporation
To
Continental Oil Company
10 FOOT EASEMENT
February 5, 1979
Vol. 432 Pg. 328
C.C.D.R.

USX
TRACT 10

279.128 AC.
L. D. WILBURN et al
TO
UNITED STATES STEEL CORP.
VOL. 283 PG. 186
C.C.D.R.
FEB. 28, 1967

POINT OF BEGINNING
EXHIBIT "E"
X- 3 297 388.24
Y- 715 005.79

F M
11405

TERMINAL POINT
EXHIBIT "D"
X- 3 297 339.60
Y- 714 461.86

CONCRETE R/W
MONUMENT
X- 3 296 383.58
Y- 713 741.90

CONCRETE R/W
MONUMENT
X- 3 296 618.82
Y- 713 554.92

USX
TRACT
13-B
ROSEMARY JENNINGS
TO
UNITED STATES STEEL CORP.
VOL. 283 PG. 421
MAR. 8, 1967

POINT OF BEGINNING
EXHIBIT "D"
X- 3 297 075.50
Y- 711 508.50

N 05° 06' 36" E 2965.49'
RED-FISH REEF 8" EXTENSION PIPELINE

50 FOOT PIPE LINE EASEMENT
EXHIBIT "D"

SEE SHEET 2 OF 4

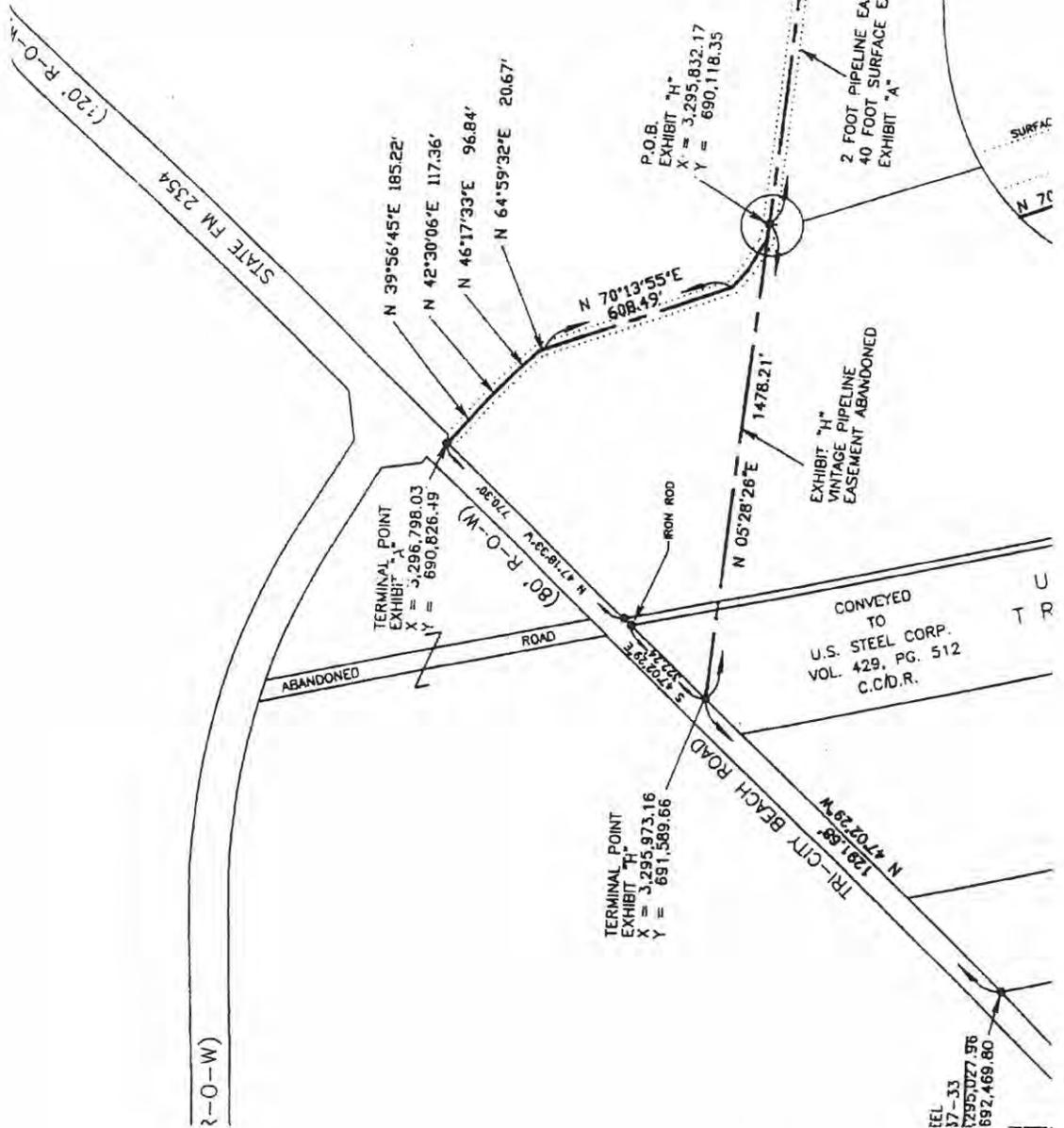
MATCH

LINE

S 11° 25' 42" E - 3409.58'
TO N.E. COR. H.L. & P. ESM'T.

249

TRACT
JONES & LAUGHLIN
UNITED STATES OF
AMERICA
DEC. 28, 1971
VOL. 281, P.
P. D.



CONVEYED
TO
U.S. STEEL CORP.
VOL. 429, PG. 512
C.C.D.R.

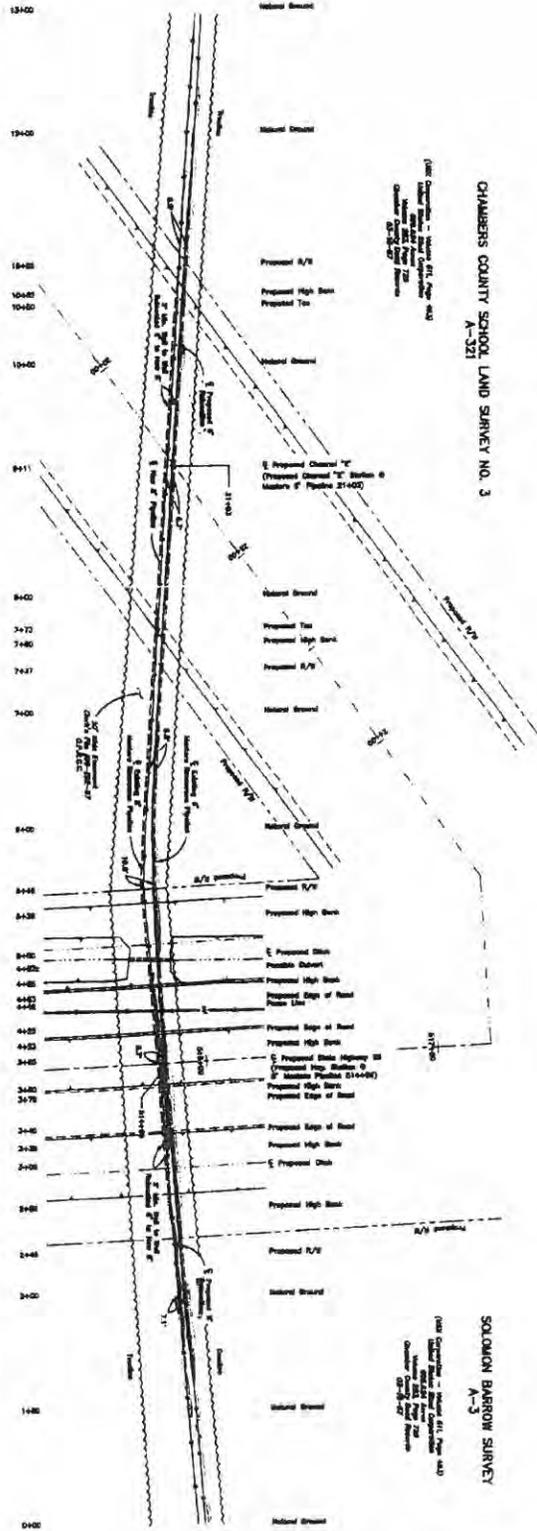
TEL
17-33
1295027.96
692,469.80

[Handwritten signatures]

CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

(See Chambers County Survey No. 200
for Original Survey and Location of
Section 21-400)
Section 21-400
Section 21-401
Section 21-402
Section 21-403



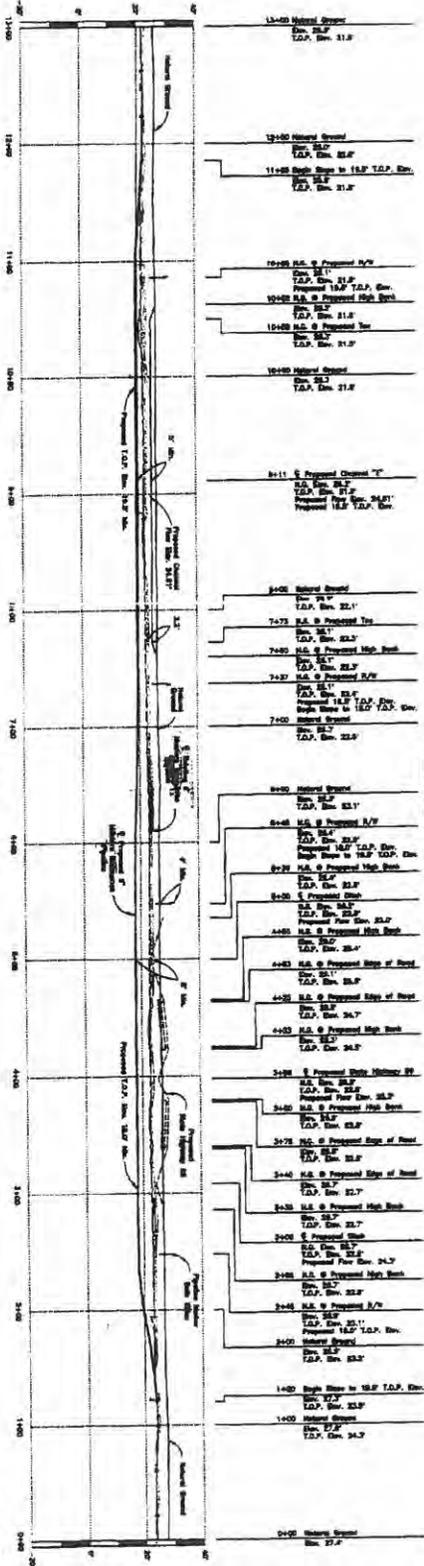
SOLUTION BARROW SURVEY
A-3

(See Chambers County Survey No. 200
for Original Survey and Location of
Section 21-400)
Section 21-400
Section 21-401
Section 21-402
Section 21-403

Proposed Channel 'Y'

PLAN

Proposed State Highway 99 R/W

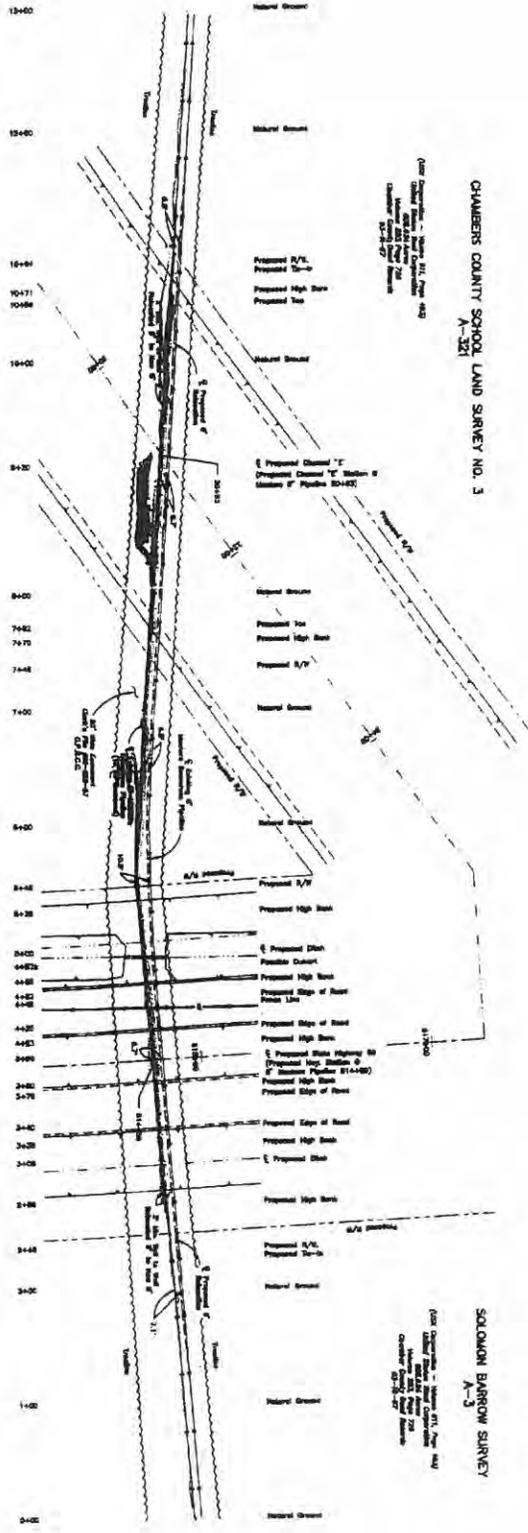


PROFILE

MASTERS R
EXISTING 8" IN
UNDER PROPOSE
CHAMBERS
CONSTRUCTION

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

(See Chamber County Survey No. 111, Page 483
for Chamber County Survey No. 111, Page 483
Chamber County Survey No. 111, Page 483
Chamber County Survey No. 111, Page 483



SOLUTION BARROW SURVEY
A-3

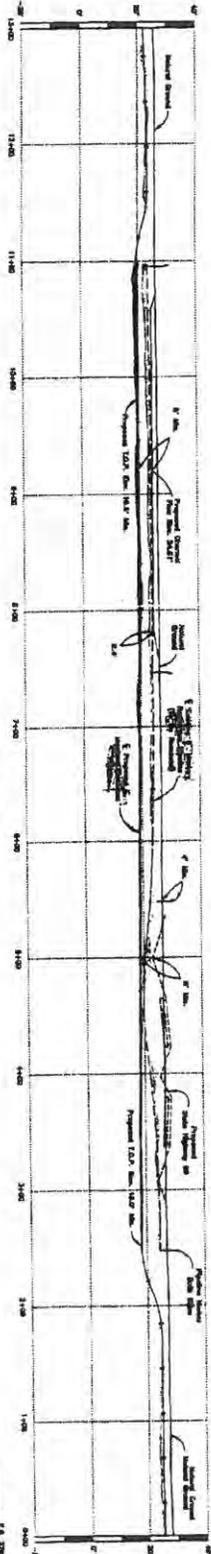
(See Chamber County Survey No. 111, Page 483
for Chamber County Survey No. 111, Page 483
Chamber County Survey No. 111, Page 483
Chamber County Survey No. 111, Page 483

Proposed Channel "F"

PLAN
Scale 1" = 50'

Proposed State Highway 99, S/R

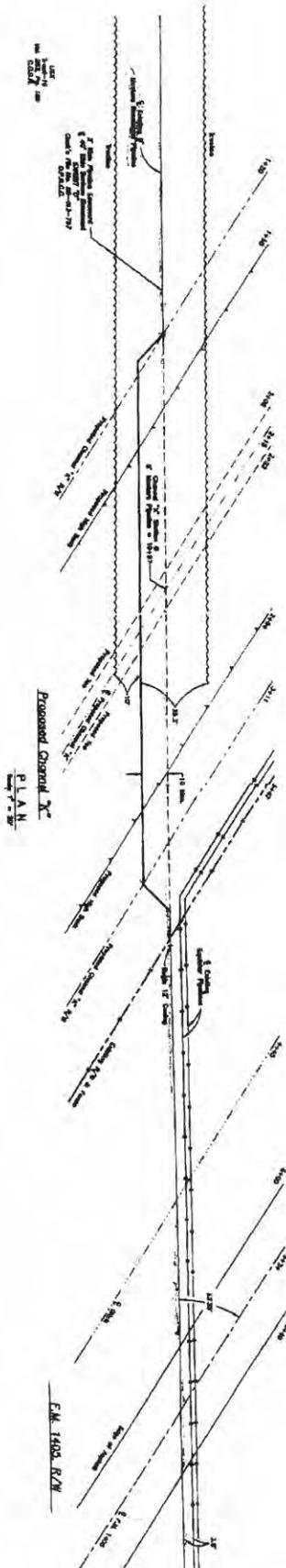
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- 13400 Natural Channel
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- 10468 S.E. of Proposed R/W
Sta. 32.7
T.A.P. No. 22.7
- 10471 S.E. of Proposed High Bank
Sta. 32.7
T.A.P. No. 22.7
- 10468 S.E. of Proposed Top
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T.A.P. No. 22.7
- 13400 Natural Channel
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- 8430 Proposed Channel "F"
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- 7470 S.E. of Proposed High Bank
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- 7446 S.E. of Proposed R/W
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T.A.P. No. 22.7
- 7400 Natural Channel
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T.A.P. No. 22.7
- 8400 Natural Channel
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T.A.P. No. 22.7
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- 8436 S.E. of Proposed High Bank
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- 4423 S.E. of Proposed Edge of Road
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T.A.P. No. 22.7
- 4423 S.E. of Proposed High Bank
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T.A.P. No. 22.7
- 3408 Proposed State Highway 99
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T.A.P. No. 22.7
Proposed Plan No. 24.7
- 3400 S.E. of Proposed High Bank
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T.A.P. No. 22.7
- 3478 S.E. of Proposed Edge of Road
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T.A.P. No. 22.7
- 3450 S.E. of Proposed Edge of Road
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T.A.P. No. 22.7
- 3428 S.E. of Proposed High Bank
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- 3428 Proposed State
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- 3400 Proposed Plan No. 24.7
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- 2446 S.E. of Proposed R/W
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- 2402 Natural Channel
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- 1400 Natural Channel
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- 2402 Natural Channel
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T.A.P. No. 22.7



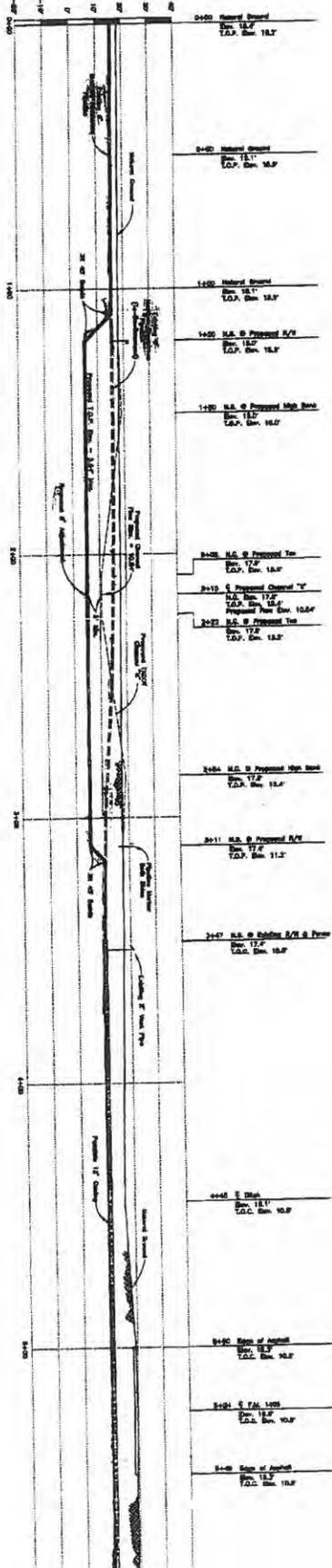
PROFILE
Scale 1" = 50'

MASTERS IN
EXISTING & PROPOSED
LAND PROPOSED
CHAMBERS
CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY, TEXAS
JOHN STEEL SURVEY, A-227



PLAN

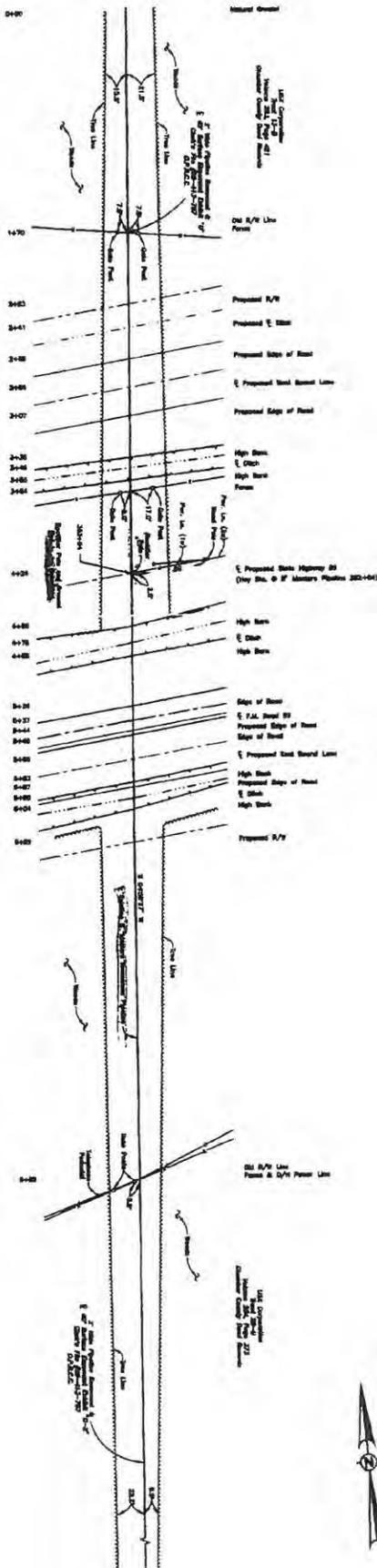


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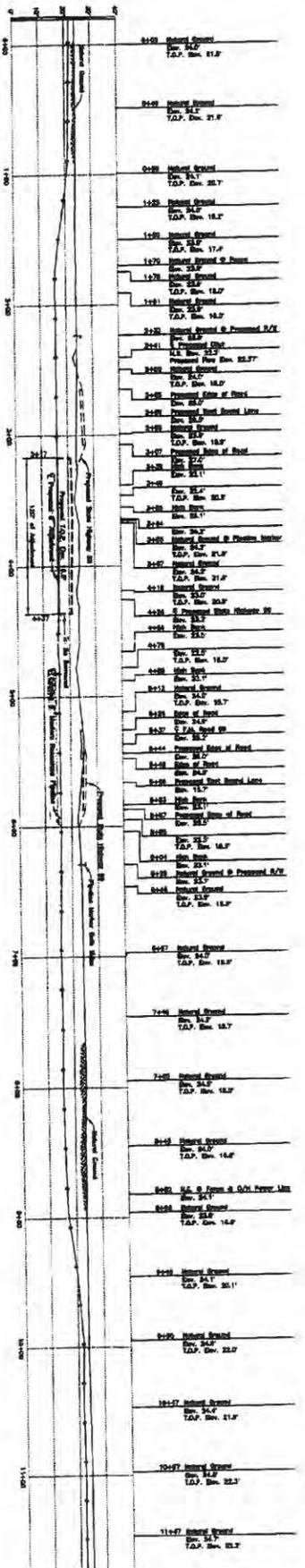
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CHAMBERS COUNTY, TEXAS
JOHN STEELE SURVEY, A-227



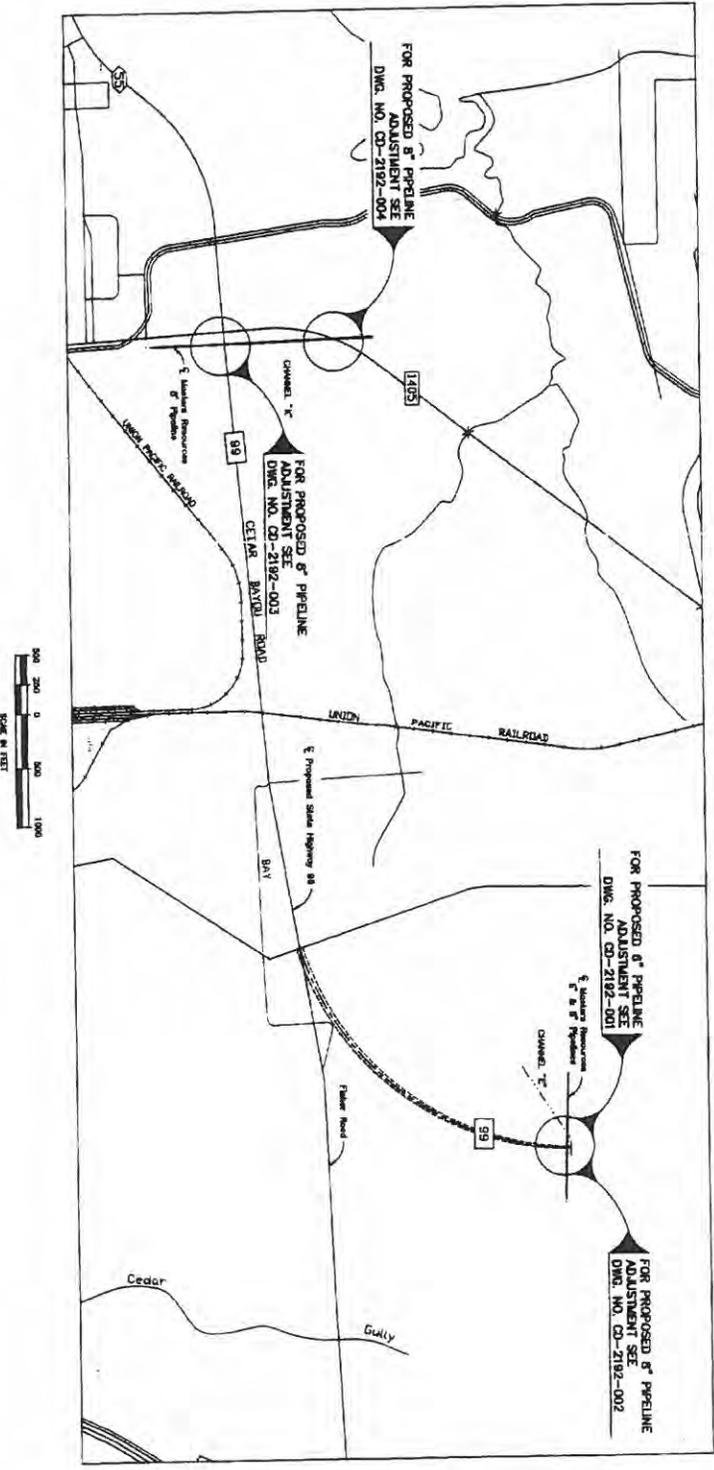
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PLAN



Scale: Vertical, 1" = 10'-0"
PROFILE

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10/15/11	J.M.	10.0

PROPOSED MASTERS RESOURCES 6" & 8" PIPELINE ADJUSTMENTS CHAMBERS COUNTY, TEXAS



DATE	DESCRIPTION
11/15/11	MASTERS IN
11/15/11	PROPOSED 6"
11/15/11	ADJUST
11/15/11	CHAMBERS, J
11/15/11	WOM



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

December 16, 2003

CONTACT: ROW

Utility Agreement U1-4121
Account 8012-02-036
ROW CSJ 3510-10-004
Control 3510-10-003
Chambers County
SH 99: From FM 565 to FM 1405

Ms. Claudia Helmkamp
MastersResources, L.L.C.
9801 Westheimer #1070
Houston, Texas 77042

Dear Ms. Helmkamp:

Attached for your files is one (1) executed copy of the Utility Agreement Assembly. The adjustment is 100 percent reimbursable for all eligible cost. As noted in previous correspondence you are authorized to proceed with the adjustment of your facilities on the above captioned project. If a Traffic Control Plan is necessary, please be sure to submit the plan within a reasonable time frame to the Area Engineer for review and approval. Mr. Don Brandon, P.E., the Area Engineer, office is located at 7505 SH 65, Anahuac, Texas 77514. The office telephone number is (713) 267-8379.

The work must be completed to the State inspector's satisfaction and in accordance with the Texas Department of Transportation (TxDOT) Utility Accommodation Policy. Please notify the Area Engineer's office at least forty-eight (48) hours prior to beginning your adjustment to provide for the inspection of this work.

Unsuitable excavation and excavation that is not needed for construction shall be known as "waste" and shall become the property of the contractor, to be disposed of by him outside the limits of the right of way or at a location approved by the engineer. The backfill will need to be placed in uniform layers six inches in depth, with each layer compacted to a density comparable with the adjacent undisturbed soil.

Ms. Claudia Helmkamp
December 16, 2003
Page 2

Adequate provisions must be made to create a minimum of inconvenience to traffic and adjacent property owners. Barricades, warning signs, and flagmen when necessary, shall be provided by the contractor or the owner. It is understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the owner. All traffic control measures shall comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices for Streets and Highways*.

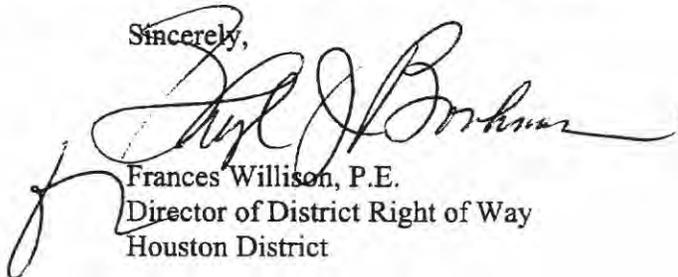
The owner acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this proposed improvement. Your office will need to coordinate your relocation with the other utilities located on this project. Also, note that highway facilities shown as proposed on TxDOT's plans may be installed prior to your adjustment. If during or after construction of your facilities a modification is necessary due to a revision of the State plans, this office should be notified prior to the implementation of the change.

With this notification of an approved agreement, billing statements for cost incurred may be forwarded for processing. They will be reviewed in intervals of not less than thirty (30) days. All costs should be clearly defined and indicated in a line item format that should match the items shown in the original cost estimate. All major items should be supported by contractor invoices. There will be a twenty (20) percent retainer prior to final billing.

Your final billing will need to compare the estimated quantities and cost to the actual quantities and cost. Then, an explanation of any overruns or underruns in the quantities or cost will need to be provided. Also, submit with your final billing the date construction began and ended, and the address and telephone number of the location where the records may be audited.

It is requested that your office complete this work as soon as possible. If you require the status of any right of way acquisition, or if there is a change in the scope of work or if you are unable to meet the proposed schedule of relocation, please contact Mr. Michael Rayne at (713) 802-5779.

Sincerely,



Frances Willison, P.E.
Director of District Right of Way
Houston District

MR:trd
Attachment
cc: Mr. Don Brandon, P.E.
Mr. Michael Rayne

Texas Department of Transportation
Form D-15-131
Page 1 of 2 Rev. 02/01

STANDARD UTILITY AGREEMENT
Non Federal-aid

Agreement No. 11-4121

County	Chambers	ROW Account Number	8012-02-036
Federal Project Number		Highway Number	SH 99
CSJ Number	3510-10-004	Control Number	3510-10-003

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, hereinafter called the State, and **MASTERS RESOURCES, LLC.**, hereinafter called the Owner, acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has deemed it necessary to make certain highway improvements generally described as follows:
County **CHAMBERS** Highway **SH 99**
located from **FM 565**
to **FM 1405**

; and,

WHEREAS, this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of Owner as indicated in the following statement of work:

- Relocate 8" pipeline @ Channel 'K' Station 10+97,*
- Relocate 8" pipeline and waterline @ SH 99 Station 362+94*
- Relocate 6" and 8" pipelines @ Channel 'E' Station 20+93*
- Relocate 6" and 8" pipelines @ SH 99 Station 514+59*

and such work is shown in more detail in Owner's preliminary plans, specifications and cost estimates, which are attached hereto and made a part hereof; and,

WHEREAS, the State desires to implement the adjustment, removal or relocation of Owner's facilities by entering into an agreement with said Owner as soon as possible;

NOW, THEREFORE, BE IT AGREED:

The State, subject to the acquisition of such rights or interests as may be deemed necessary along or across Owner's interest in land, will pay to Owner the costs incurred in adjusting, removing or relocating Owner's facilities up to the amount said costs may be eligible for State participation.

The Owner has determined that the method to be used in developing the adjustment, removal or relocation costs shall be as specified for the method checked and described hereafter:

- (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (2) Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the Owner and approved by the State.
- (3) An agreed lump sum of \$ _____, as supported by the analysis of estimated cost attached hereto.

Texas Department of Transportation
Form D-15-131
Page 2 of 2 Rev. 02/01

If costs are developed under procedure (1) or (2) as hereinbefore specified, the State will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a detailed final billing prepared in acceptable form and manner, make payment in the amount of ninety (90) percent of the eligible costs as shown in the final billing prior to the required audit and after such shall make final payment in an amount so that the total payments will equal the amount found eligible for State reimbursement by the final audit. When requested, the State will make intermediate payments at not less than monthly intervals to Owner when properly billed and such payments will not exceed eighty (80) percent of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment. If costs are developed under procedure (3) as hereinbefore specified, the State will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a billing prepared in acceptable form and manner, make payment to Owner in the agreed amount.

Upon execution of this agreement by both parties hereto, the State will, by written notice, authorize the Owner to proceed with the necessary removal, adjustment or relocation, and the Owner agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the State's highway construction or in the said work. The Owner will carry out said removal, adjustment or relocation, accurately record the costs, and retain such records in accordance with applicable rules, regulations and procedures of the State, and the costs paid by the State pursuant to this agreement shall be full compensation to Owner for all costs incurred by Owner in making such adjustments, removal or relocation. Bills for work hereunder should be submitted to State not later than ninety (90) days after completion of the work.

In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefor shall be limited to cost covered by a modification of this agreement or a written change or extra work order approved by the State.

It is expressly understood that this agreement is subject to cancellation by the State at any time up the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the State. The Owner by execution of this agreement does not waive any of the rights which Owner may legally have within the limits of the law.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Company: Martin Resources, LLC
Utility Name

By: [Signature]
Authorized Signature

Title: Managing Partner

Date: 7/7/03

EXECUTION RECOMMENDED:

[Signature]
District Engineer, Texas Department of Transportation

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By: [Signature]
Director of Right of Way
Texas Department of Transportation

Date: 12/10/03

Texas Department of Transportation
Form D-15-80A
Page 1 of 2 Rev. 2/01

Utility Joint Use Agreement
(Control Access Highway)

Agreement No. M1-4121

THE STATE OF TEXAS)	County	<u>Chambers</u>
)	Federal Project No.	
COUNTY OF CHAMBERS)	ROW CSJ No.	<u>3510-10-004</u>
		ROW Account No.	<u>8012-02-036</u>
		Highway No.	<u>SH 99</u>
		Limits	<u>FM 565 to Fm 1405</u>

WHEREAS, the State of Texas, hereinafter called the State, acting by and through the Texas Department of Transportation, proposes to make certain highway improvements on that section of the aboveindicated highway; and

WHEREAS, the MASTERS RESOURCES, LLC, herein after called the Owner, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicted on the plans attached to Standard Utility Agreement as executed by Owner on the 7 day of July, 20 03, or on ~~location sketches attached hereto~~ except as provided hereinbelow;

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where Owner by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the Owner agrees to notify the Texas Department of Transportation prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the opinion of the Texas Department of Transportation, such alteration, modification or new construction will injure the highway or endanger the traveling public using said highway, the Texas Department of Transportation shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway; provided further, however, that such regulations shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

Owner hereby agrees that access for servicing its facilities normally will be limited to access via: (a) frontage roads where provided, (b) nearby or adjacent public roads and streets or (c) trails along or near the highway right of way lines, connecting only to an intersecting road: from any one or all of which entry may be made to the outer portion of the highway right of way. Where supports, manholes or other appurtenances of the Owner's facilities are located in medians or interchange areas, access to them from the through-traffic roadways or ramps will be permitted but only by permits issued by the State to the Owner setting forth the conditions for policing and other controls to protect highway users. If an emergency situation occurs and the usual means of access for service operations as herein provided will not permit the immediate action required by the Owner in making emergency repairs as required for the safety and welfare of the public, the Owner shall have a temporary right of access to and from the through traffic roadways and ramp as necessary to accomplish the required emergency repairs.

Texas Department of Transportation
Form D-15-80A
Page 2 of 2 Rev. 2/01

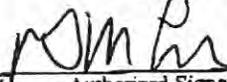
Participation in actual costs incurred by the Owner for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with and to the extent possible under applicable laws of the State of Texas. Except as expressly provided herein, (1) the Owner's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the Owner and the State, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

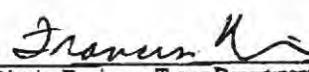
In the event the Owner fails to comply with the requirements as set out herein, the State may take such action as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: MASTERS RESOURCES, LLC
Utility Name

EXECUTION RECOMMENDED:

By: 
Richard A. Lee
Authorized Signature

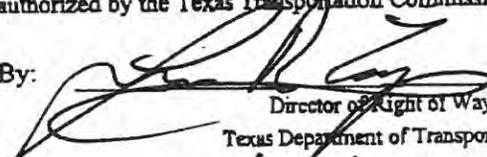

District Engineer, Texas Department of Transportation

Title: Managing Partner

Date: 7/7/03

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: 
Director of Right of Way
Texas Department of Transportation

Date: 12/10/03

Texas Department of Transportation
Form D-15-48
Page 1 of 2 Rev. 02/01

STATEMENT

(Covering Contract Work as Appears in Preliminary Estimate)
Agreement No. _____

County	Chambers	Account No.	8012-02-036
Federal Project No.		Highway No.	SH 99
ROW CSJ No.	3510-10-004	Control No.	3510-10-003

I, Richard H. Lee, a duly authorized and qualified representative of, MASTERS RESOURCES, LLC. hereinafter referred to as **Owner**, and fully aware of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the preliminary estimate to which this statement is attached:

- I. It is more economical and/or expedient for **Owner** to contract this adjustment because:
- II. Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the preliminary estimate.

Procedure to be Used in Contracting Work

A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

B. Solicitation for bids is to be accomplished by circularizing to a list of prequalified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:

- | | |
|--|--------------------------|
| 1. DRIVER PIPELINE Co., INC.
(PIPELINE) | 1) STREAMLINE (FACILITY) |
| 2. TROY CONSTRUCTION
(PIPELINE) | 2) WPS (FACILITY) |
| | 3) HANOVER (FACILITY) |
| 3. TEPSCO, INC.
(PIPELINE) | |
| 4. TANNER PIPELINE, LLC
(PIPELINE) | |
| 5. M. J. SHERIDAN OF TEXAS, INC.
(PIPELINE) | |

Texas Department of Transportation

Form D-15-48

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- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information by attachment hereto.)

- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the **State** and the Federal Highway Administration Division Engineer, where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

MSM

Signature

Managing Partner

Title

July 7, 2003

Date

DESIGN PRESSURE FOR STEEL PIPE

Yield strength of steel in psi =	35,000
Nominal outside diameter in inches =	6.625
Wall thickness in inches =	0.280
Design factor =	0.50
Longitudinal joint factor =	1.0
Temperature derating factor =	1.0

Maximum allowable pressure in psi based on design = **1479**

Notes:

- Assume 24,000 psi for the yield strength if unknown.
- Use a longitudinal joint factor of 1.0 for all pipe except butt weld.
- Use a temperature derating factor of 1.0 if temperature is less than 250 degrees F.
- Use a design factor of .72 for liquid pipelines. Consult DOT 192 for gas pipelines.

DESIGN PRESSURE FOR STEEL PIPE

Yield strength of steel in psi =	35,000
Nominal outside diameter in inches =	8.625
Wall thickness in inches =	0.322
Design factor =	0.50
Longitudinal joint factor =	1.0
Temperature derating factor =	1.0

Maximum allowable pressure in psi based on design = **1307**

Notes:

- Assume 24,000 psi for the yield strength if unknown.
- Use a longitudinal joint factor of 1.0 for all pipe except butt weld.
- Use a temperature derating factor of 1.0 if temperature is less than 250 degrees F.
- Use a design factor of .72 for liquid pipelines. Consult DOT 192 for gas pipelines.

Account No.: 807-02-036
 ROW CSJ: 3570-10-008
 CSJ: 3570-10-003

Company Name: Master Services, LLC.
 Company Contact: Tony Cochran
 (713) 602-3000 (Fax)
 713-602-3000

Pipeline Diameter	Pipe Schedule	Gas or Fluid Pipeline	Operating Pressure	Nominal Wall Thickness	Minimum Design Pressure	PSI	Minimum Wall Thickness
6.625	40	GAS	650	.280	1479	1000	.190
8.625	40	GAS	650	.322	1309	1000	.247

Once complete, please fax to M.C. Michael Coyne at (713) 802-5700. Thank you.

Please Do Not Write Below This Line.

BARLOW'S FORMULA

$$T = \frac{D \times P}{2 \times F \times S}$$

- D = Outside diameter of pipe
- P = Maximum design pressure of pipe
- S = Yield strength in PSI
- F = Design factor (0.6)
- T = Minimum wall thickness

T = _____

**MASTERS RESOURCES, LLC
ESTIMATE FOR TXDOT RELOCATIONS
UTILITY ADJUSTMENT U1-4121**

DESCRIPTION	QTY	UNITS	PRICE	TOTAL
ENGINEERING:				
Project Coordination	50	hours	\$75.00	\$3,750.00
Correspondence and Documentation	30	hours	\$75.00	\$2,250.00
Design	30	hours	\$75.00	\$2,250.00
Estimate	30	hours	\$75.00	\$2,250.00
Bid prep., bidding, and bid evaluation	60	hours	\$75.00	\$4,500.00
Construction Management	52	hours	\$75.00	\$3,900.00
Mileage	1600	miles	\$0.375	\$600.00
TOTAL ENGINEERING				\$19,500.00
SURVEYING:				
3 Man Survey Crew	9	days	\$975.00	\$8,775.00
4 Man Survey Crew	4	days	\$1,190.00	\$4,760.00
Supervision	102	hours	\$65.00	\$6,630.00
GPS equipment	5	days	\$271.00	\$1,355.00
All terrain vehicle	6	days	\$81.00	\$486.00
Mileage	1960	miles	\$0.43	\$842.80
Miscellaneous	1	lot	\$151.20	\$151.20
TOTAL SURVEYING				\$23,000.00
DRAFTING:				
Supervision	36	hours	\$65.00	\$2,340.00
Cad Operator	150	hours	\$56.50	\$8,475.00
Draftsman	10	hours	\$35.00	\$350.00
Mileage	400	miles	\$0.39	\$156.00
Miscellaneous	1	lot	\$679.00	\$679.00
TOTAL DRAFTING				\$12,000.00
RIGHT OF WAY:				

Right of Way Agent	82	hours	\$65.00	\$5,330.00
Mileage	500	miles	\$0.39	\$195.00
Miscellaneous	1	lot	\$975.00	\$975.00
TOTAL RIGHT OF WAY				\$6,500.00
8" Pipeline Crossing @ SH99 Sta. 362+94				
Bid price for labor and equipment	1	Bid	\$15,561.00	\$15,561.00
Bid price for 125 feet of 8.635", Gr. B, Std WT pipe and misc. material	1	Bid	\$1,765.00	\$1,765.00
Inspection	2	days	\$500.00	\$1,000.00
Radiograph Welds	6	welds	\$16.00	\$96.00
Inspection	6	days	\$400.00	\$2,400.00
Asbestos Abatement	125	feet	\$30.00	\$3,750.00
Misc. including temporary ROW and grazing damages	1	lot	\$1,000.00	\$1,000.00
Install of new anodes, relocate rectifier, and new power connection	1	lot	\$26,500.00	\$26,500.00
TOTAL				\$52,072.00
8" Pipeline Crossing @ Channel 'K' @ Sta. 10+97				
Bid price for labor and equipment	1	Bid	\$44,308.00	\$44,308.00
Bid price for 240' of 8.625", Gr. B, Std WT pipe, 4 ea. 45 3R ells, and misc. material	1	Bid	\$4,580.00	\$4,580.00
Radiographic Crew	3	days	\$500.00	\$1,500.00
Radiograph Welds	16	welds	\$16.00	\$256.00
Inspection	6	days	\$400.00	\$2,400.00
Asbestos Abatement	300	feet	\$30.00	\$9,000.00
Additional pipeline ROW width	1	lot	\$7,500.00	\$7,500.00
TOTAL				\$69,544.00
8" Pipeline Crossing @ SH99 @ Sta. 514+59 and Channel 'E' @ Sta. 20+93				
Bid price for labor and equipment	1	Bid	\$43,256.00	\$43,256.00
Bid price for 850 feet of 8.635", Gr. B, Std WT pipe and misc. material	1	Bid	\$11,050.00	\$11,050.00
Radiographic Crew	4	days	\$500.00	\$2,000.00
Radiograph Welds	22	welds	\$16.00	\$352.00
Inspection	6	days	\$400.00	\$2,400.00
Asbestos Abatement	850	feet	\$30.00	\$25,500.00
Misc. including temporary ROW and grazing damages	1	lot	\$1,000.00	\$1,000.00
Blowdown, purge, and refill 21,000 feet of 8" pipe at 650 psig	413	mcf	\$4.80	\$1,982.40

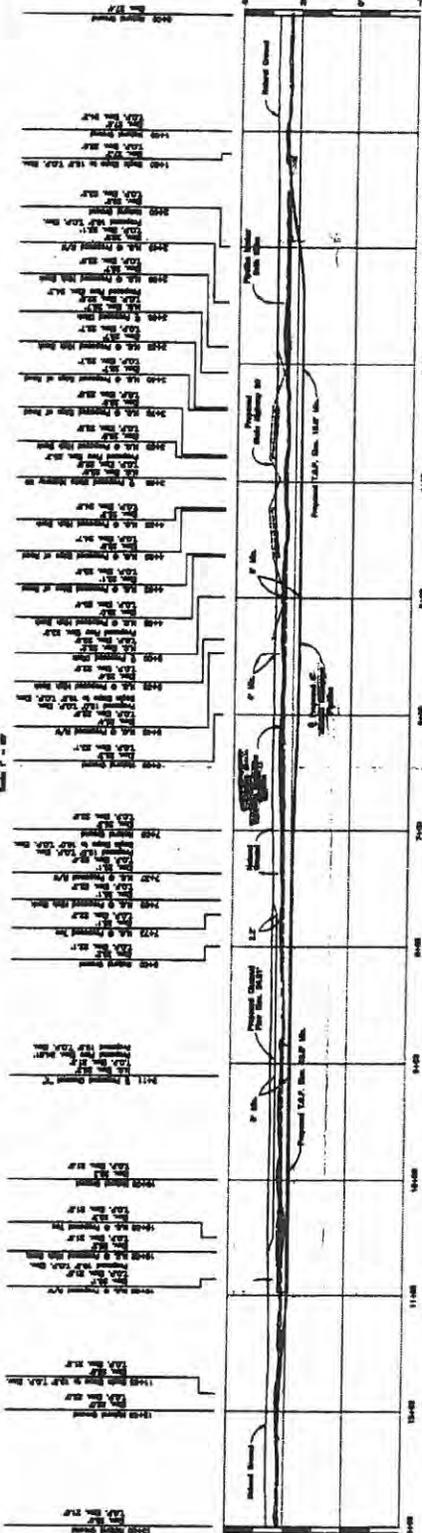
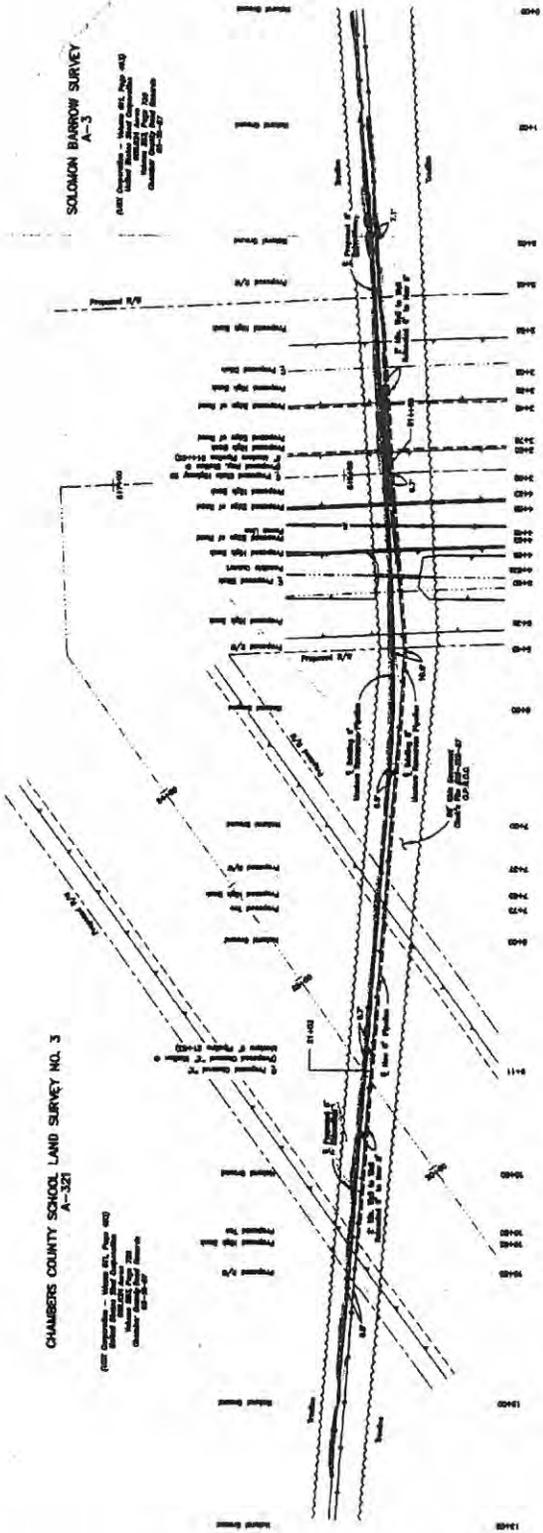
CHAMBERS COUNTY, TEXAS

CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
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SOLOMON BARROW SURVEY
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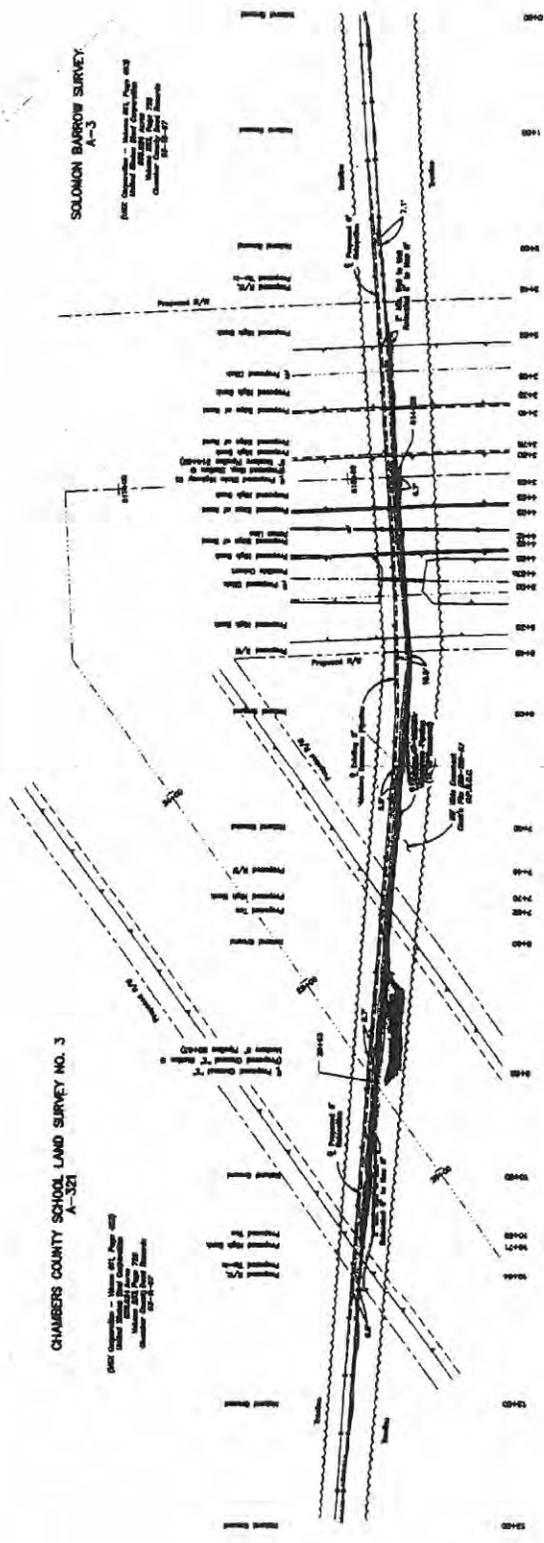


MASTERS IN
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CHAMBERS

CHAMBERS COUNTY, TEXAS

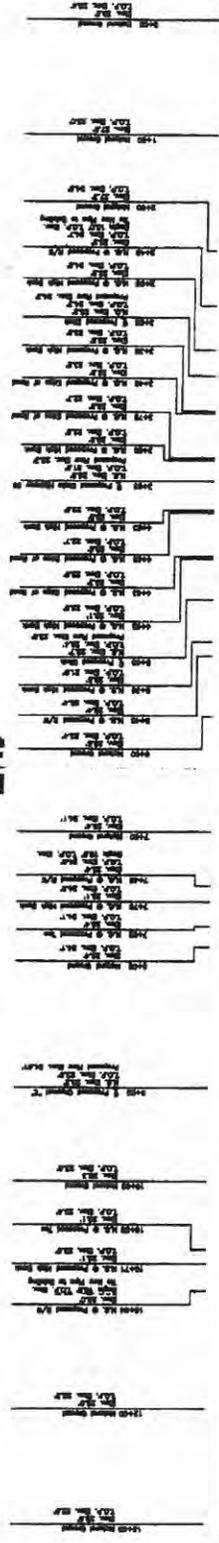
CHAMBERS COUNTY SCHOOL LAND SURVEY NO. 3
A-321

SOLOMON BARROW SURVEY
A-3



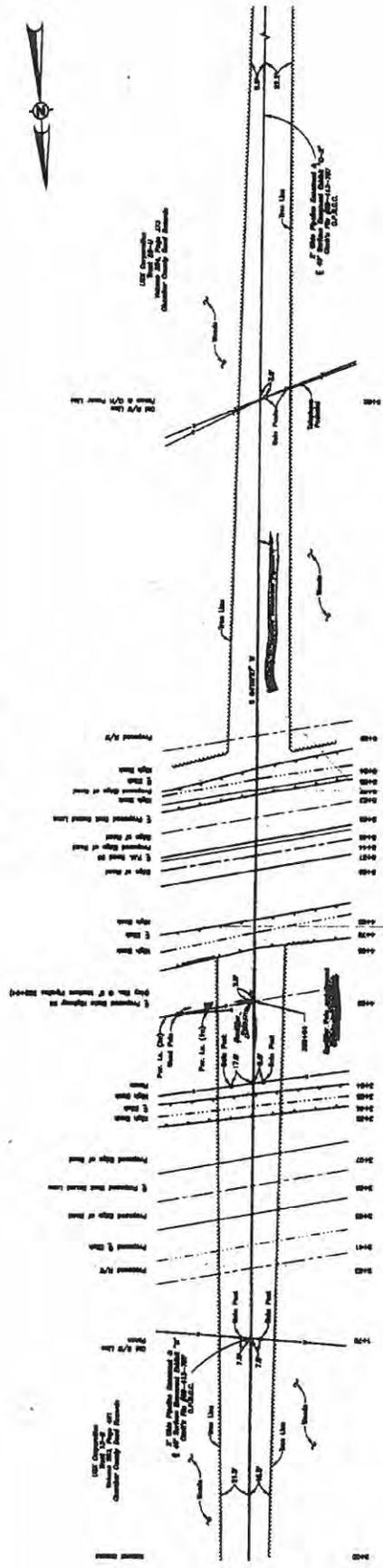
Proposed State Highway 99, R/W

P.L.A.H.

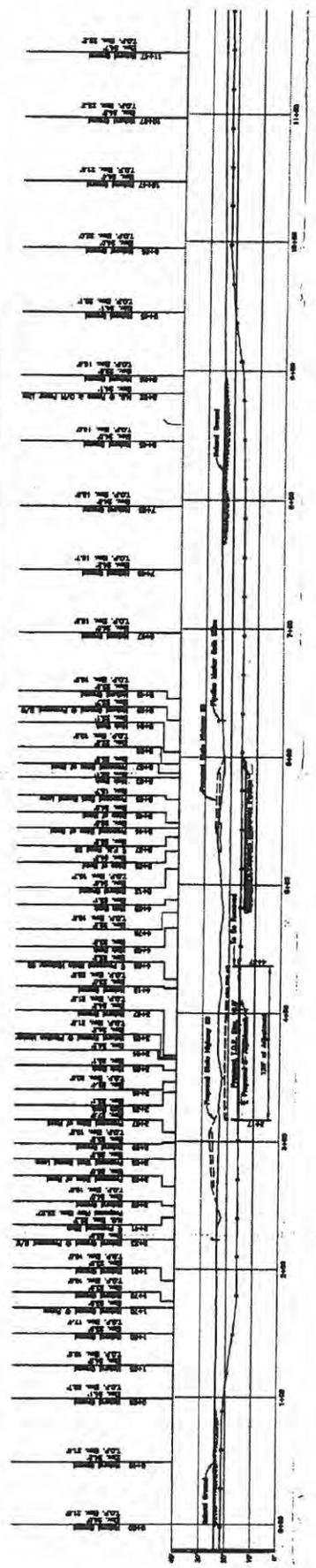


PROFILE

CHAMBERS COUNTY, TEXAS
JOHN STEELE SURVEY, A-227



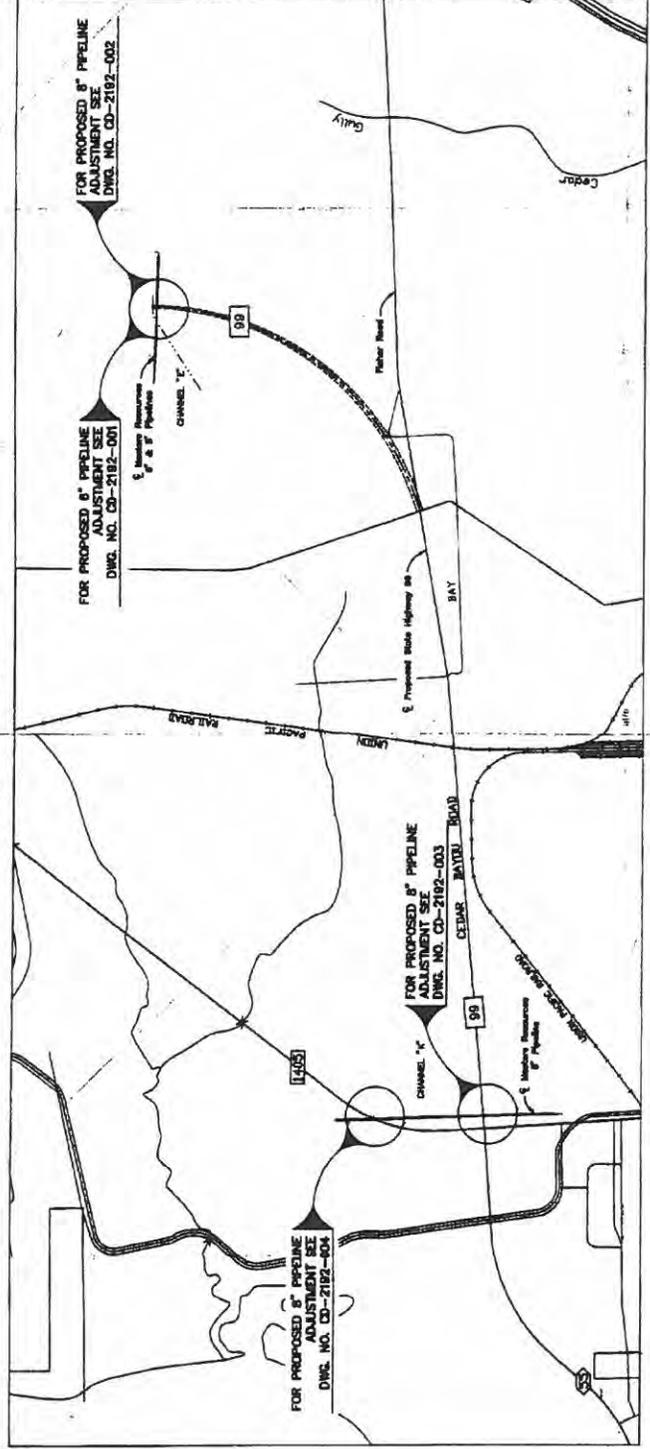
State Highway 892
P.L.A.M.
Sheet 1 of 2



PROFILE
Sheet 1 of 2

NO. 1000, Vol. 1 - 1	MASTERS
AS	EXISTING & PROPOSED
BY	CHAMBERS COUNTY
DATE	1927

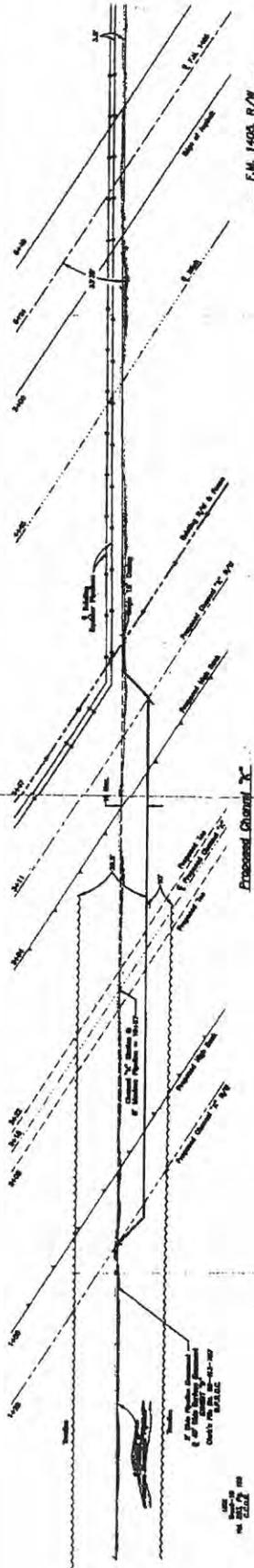
CHAMBERS COUNTY, TEXAS



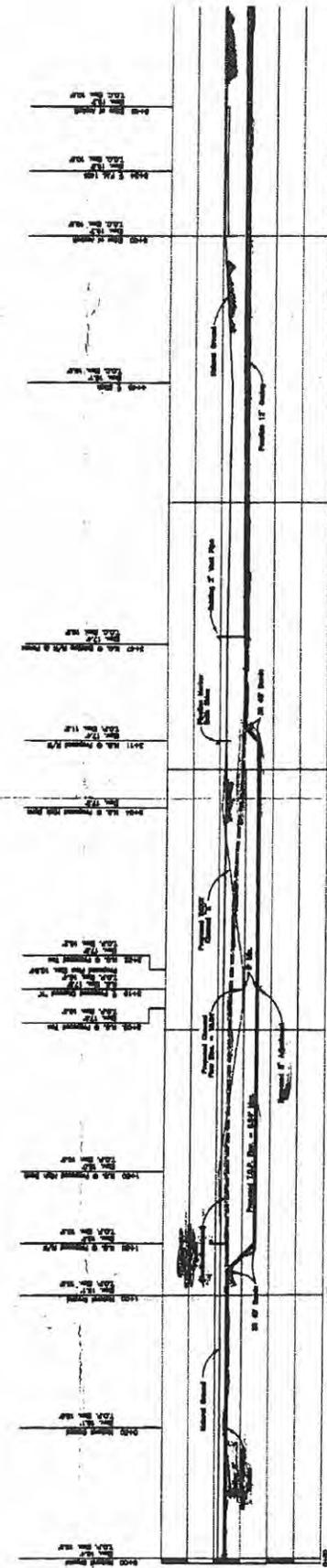
PROPOSED MASTERS RESOURCES 6" & 8" PIPELINE ADJUSTMENTS CHAMBERS COUNTY, TEXAS

DATE	REVISION
11/12	MASTERS RESOURCES
11/12	PROPOSED 6" ADJUST
11/12	PROPOSED 8" ADJUST
11/12	CHAMBERS COUNTY

CHAMBERS COUNTY, TEXAS
JOHN STEEL SURVEY, A-227



PLAN



PROFILE

MASTERS IN	PLANNING
EXISTING & PROPOSED	UNDER PROGRESS
A. F. M.	CHAMBERS COUNTY
PLANNING DEPARTMENT	