

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**GIFT DEED**

**State:** Texas

**County:** Reeves

**Grantor:** Blaze Oil Company, LLC  
218 N. Main Street, Unit C  
Midland, Texas 79701

Howard Oil & Gas, LLC  
52 Tamarisk Circle  
Abilene, Texas 79606

Wildhorse Production Company, LLC  
218 N. Main Street, Unit C  
Midland, Texas 79701

801 Investments, LLC  
1025 Oak Street  
Abilene, Texas 79602

**Grantee:** Buffalo Trail Council, Boy Scouts of America  
1101 West Texas Avenue  
Midland, Texas 79701

**Effective Date:** February 2, 2017

**Consideration:**

None given as it is the full intention of the Grantors to convey the Land hereinafter described as a gift.

**Land:**

All of Grantor's undivided interest in and to the Land as described in **Exhibit "A"**, less and except the ten (10) acre tract as described on **Exhibit "B"**, attached hereto and made a part hereof.

**Reservations from Conveyance:**

Grantors reserve the following interests and rights in the Land unto themselves in the proportions owned by the Grantors in the Land:

- (a) All oil, gas and other minerals in, on and under said Land owned by the Grantors;

- (b) All groundwater rights in the Land including but not limited to the right to use, develop, and produce groundwater for commercial use from the Land. Included within this reservation is the exclusive and sole right to enter into and execute contracts for the sale or lease of such commercial groundwater and to plan, locate, and drill new water wells upon the Land as well as the rights of ingress and egress to such water wells and the right to transport such water as produced from said water wells by truck or pipeline over, under, across and through the Land;
- (c) The right to enter into contracts with third parties including any and all proceeds and/or revenues received from surface damages or surface proceeds earned from third party contracts, including but not limited to Rights-of-Way, Easements, Subsurface Easements, Saltwater Disposal Agreements, Water Purchase or Water Use Agreements and Surface Use Agreements. Included within this reservation is Grantor's exclusive and sole right to enter into and execute third party surface contracts upon the Land, and the rights to plan, locate, construct, remove and replace facilities upon the Land as may be necessary or convenient for the development of the surface by such third party along with the rights of ingress and egress to such facilities and the right to transport such product as may be produced from said facilities or third party by truck, pipeline or other means over, under, across or through the Land; and
- (d) All rights of and to the use and development of the wind estate from the Land, including but not limited to any and all proceeds or revenues from the use, sale, lease, collection, transmission or conversion of wind. Included within this reservation is Grantor's exclusive and sole right to enter into and execute contracts for the sale or lease of the wind estate from the Land and the rights to plan, locate, construct, remove, and replace facilities upon the Land as may be necessary or convenient for the development of the wind estate upon the Land along with rights of ingress and egress to and from such facilities.

**Right of First Refusal:**

In addition to the Reservations from Conveyance described above, Grantors or Grantor's successors and assigns reserve a preferential right of first refusal to purchase the Land on the following terms and conditions: In the event Grantee elects to sell the Land to a third party bona fide purchaser, Grantee will notify each Grantor herein or Grantor's successors and assigns of the name of such third party and the price and terms and conditions for which the Land is to be offered to said third party as a bona fide purchaser. Grantor herein or Grantor's successors and assigns may purchase the Land on the same terms and conditions as offered by a third party bona fide purchaser. Grantors then have thirty (30) days after Grantor has received notice of such proposed sale to elect to purchase the Land on such terms and conditions as offered by a third party bona fide purchaser. Grantors shall notify Grantee in writing that Grantors elect to exercise their first refusal option to purchase said Land. Thereafter, Grantors and Grantee shall enter into a customary contract of sale concerning the purchase of said Land by Grantors upon such terms as mentioned. In the event Grantors or Grantor's successors and assigns do not notify Grantee in writing within thirty (30) days of their intention to exercise their first refusal option to purchase the Land, then in such event it shall be conclusively presumed that Grantors have refused to exercise such first refusal option to purchase the Lands. In the event some, but not all of the Grantors, exercise their first refusal option to purchase the Land, the Grantors exercising such right may exercise the right as to the entire interest in the Land and shall purchase the additional available interest in the Land in the proportions in which they now own in the Land, or in other such proportions agreed to by the Grantors exercising such right.

**Covenants:**

Grantee covenants and agrees that Grantee shall never operate a salt water disposal well, facility or business on the Land. Grantee further covenants and agrees that Grantee shall never enter into agreements with third parties that affect the use of the surface without the express written consent of the Grantor.

Grantors and Grantee covenant and agree that Grantee may produce and use water, including groundwater, from the Land for private use only. Any water well drilled by Grantee on the Land hereinabove described shall be for private use only and must be located at a location that is approved by the Grantors. Grantee is expressly prohibited from using or selling water from the land for commercial or agricultural purposes. These covenants shall be binding upon Grantors and Grantee, as the case may be, their heirs, successors and assigns forever and shall constitute covenants running with the land.

**Exceptions to Conveyance and Warranty:**

All validly existing easements, leases, rights-of-way, covenants and prescriptive rights, whether of record or not, except as specifically conveyed herein; any state of facts that an accurate survey of the Property would show; and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Land, including conveyances and reservations of minerals by previous owners of the Land.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, gives, grants and conveys to Grantee the Land, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. This conveyance is made without warranty of title, express or implied.

When the context requires, singular nouns and pronouns include the plural.

This Gift Deed may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Gift Deed is executed by Grantor as of the date of acknowledgment and signature below, but is effective for all purposes as of the Effective Date stated above.

[Signature Page Follows]

**GRANTORS:**

BLAZE OIL COMPANY, LLC

By: Frankie Barela  
Frankie Barela, President

HOWARD OIL & GAS, LLC

By: Michael Reitz, Jr.  
Michael Reitz, Jr., President

WILDHORSE PRODUCTION COMPANY, LLC

By: Colt Murphree  
Colt Murphree, President

801 INVESTMENTS, LLC

By: Jason Long  
Jason Long, President

**GRANTEE:**

BUFFALO TRAIL COUNCIL, BOY SCOUTS OF AMERICA

By: \_\_\_\_\_  
David Baker, Council President

By: \_\_\_\_\_  
David Chapman, Scout Executive

[Acknowledgment Pages Follow]

**GRANTORS:**

BLAZE OIL COMPANY, LLC

By: \_\_\_\_\_  
Frankie Barela, President

HOWARD OIL & GAS, LLC

By: \_\_\_\_\_  
Michael Reitz, Jr., President

WILDHORSE PRODUCTION COMPANY, LLC


By: \_\_\_\_\_  
Colt Murphree, President

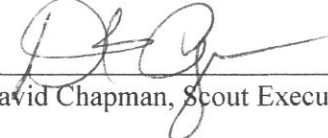
801 INVESTMENTS, LLC

By: \_\_\_\_\_  
Jason Long, President

**GRANTEE:**

BUFFALO TRAIL COUNCIL, BOY SCOUTS OF AMERICA

By:  \_\_\_\_\_  
David Baker, Council President

By:  \_\_\_\_\_  
David Chapman, Scout Executive

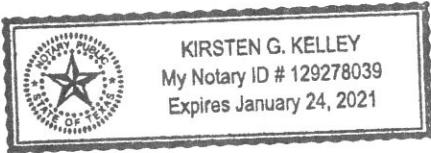
[Acknowledgment Pages Follow]

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 2 day of February, 2017, by Frankie Barela, as President of **Blaze Oil Company, LLC**, on behalf of said company.

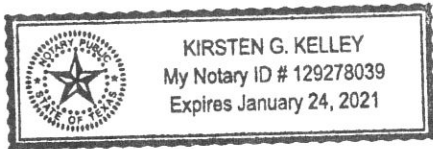


*Kirsten Kelley*  
Notary for the State of Texas

STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me on this 2 day of February, 2017, by Michael Reitz, Jr., as President of **Howard Oil & Gas, LLC**, on behalf of said company.

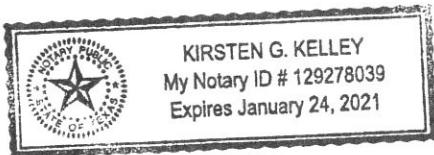


*Kirsten Kelley*  
Notary for the State of Texas

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 2 day of February, 2017, by Colt Murphree, as President of **Wildhorse Production Company, LLC**, on behalf of said company.

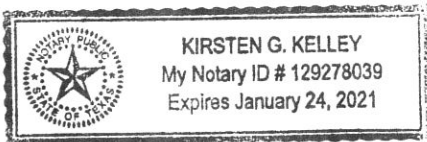


*Kirsten Kelley*  
Notary for the State of Texas

STATE OF TEXAS §

COUNTY OF Midland §

This instrument was acknowledged before me on this 2 day of February, 2017, by Jason Long, as President of **801 Investments, LLC**, on behalf of said company.



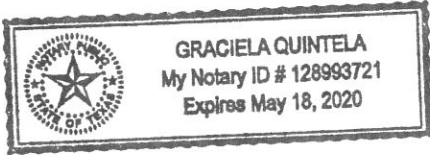
*Kirsten Kelley*  
Notary for the State of Texas

STATE OF TEXAS

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§  
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 23<sup>rd</sup> day of April, 2018, by **David Baker** as Council President of **Buffalo Trail Council, Boy Scouts of America**, on behalf of said company.



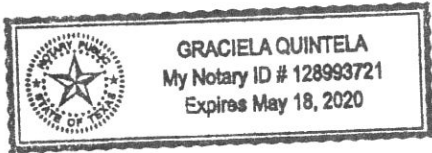
Graciela Quintela  
Notary for the State of Texas

STATE OF TEXAS

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§  
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on this 23<sup>rd</sup> day of April, 2018, by **David Chapman** as Scout Executive of **Buffalo Trail Council, Boy Scouts of America**, on behalf of said company.



Graciela Quintela  
Notary for the State of Texas

**AFTER RECORDING, RETURN TO:**

Blaze Oil Company, LLC  
218 N. Main St., Suite C  
Midland, Texas 79701

**EXHIBIT "A"**

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**LAND**

Tract 1:

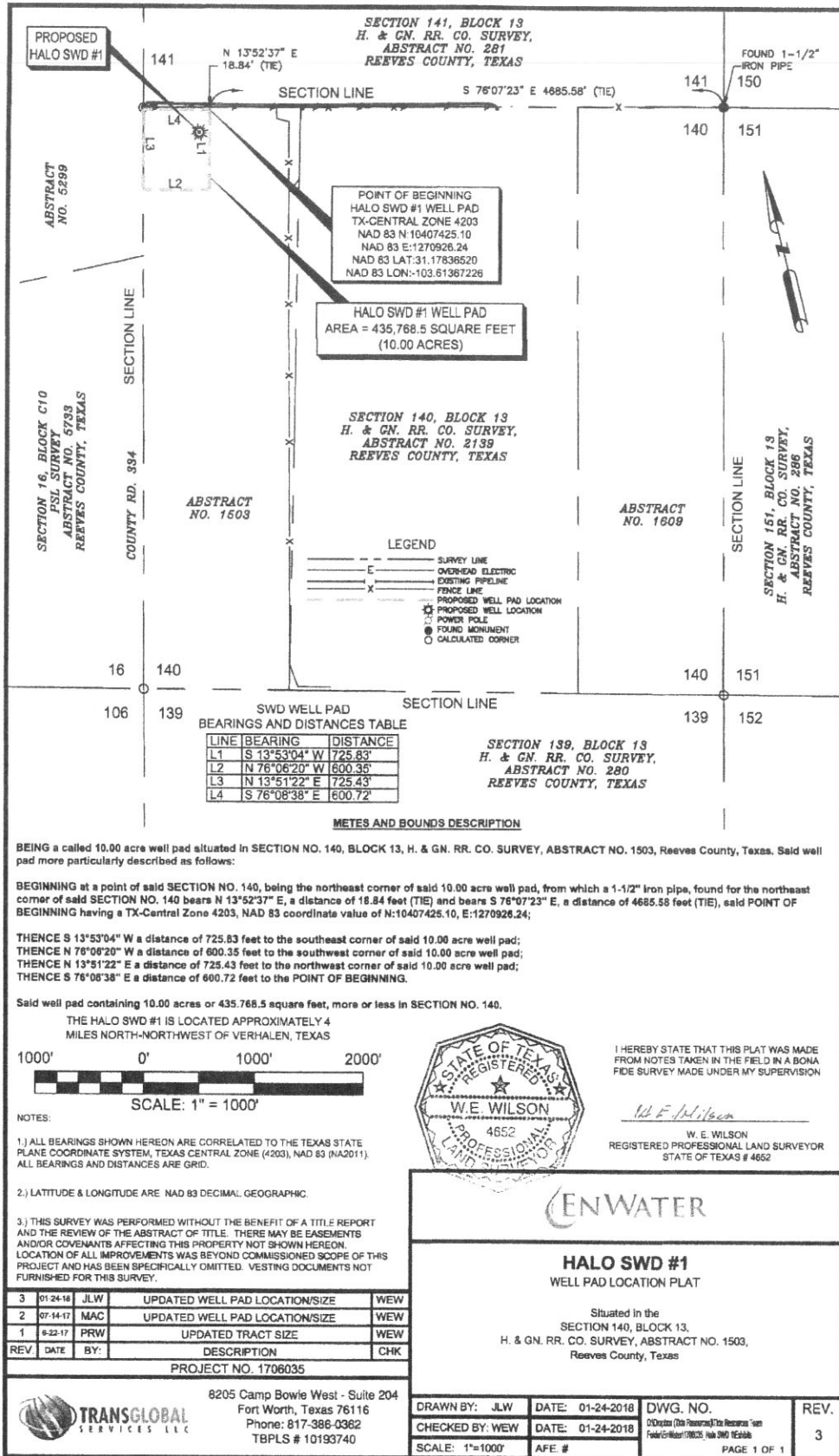
W/2 W/2 Section 140, Block 13, H&GN RR Co., Survey, Reeves County, Texas, containing approximately 160 acres SAVE AND EXCEPT a certain ten (10) acre tract as further described on **Exhibit B**

Tract 2:

S/2 Section 16, Block C-10, PSL Survey, Reeves County, Texas, containing approximately 180 acres



# EXHIBIT "B"



Inst No. 18-07462  
DIANNE O. FLOREZ  
COUNTY CLERK  
2018 May 02 at 11:04 AM  
REEVES COUNTY, TEXAS  
By: MS *Maldonado* DEPUTY