
Electronically Filed Document

Denton County
Cynthia Mitchell
County Clerk

Document Number: 2013-11443
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Recorded On: January 30, 2013
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Parties:

Direct- DEVON ENERGY PRODUCTION CO L

Indirect-

Receipt Number: 996923
Processed By: Patsy Sallee

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

**PRODUCTION SHARING AGREEMENT
JEROME ELEEN RUSSELL, ET AL LEASE AREA**

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DENTON §

The undersigned parties (“Interest Owners”) and Devon Energy Production Company, L.P. (“Devon”) enter into this Production Sharing Agreement (“Agreement”) on the terms set forth herein.

WHEREAS, each of the Interest Owners owns an interest in the leases, minerals, royalties and/or executive rights in and under the leases described in Exhibit “A” attached hereto;

WHEREAS, as used herein the term “Lease” shall refer to the leases described in Exhibit “A” attached hereto, insofar as they cover and include 320.509 acres of land, same being described as follows:

320.509 acres, more or less, out of the G. Cardinas Survey, A-214, Denton County, Texas, and being more particularly described in that certain General Warranty Deed dated December 30, 1996, by and between Suetrak USA Company, Inc., as Grantor, to Ferbro Investments, LLC, as Grantee, recorded under document number 96-R0003605, Real Property Records, Denton County, Texas;

WHEREAS, Devon is the owner of said Lease;

WHEREAS, Interest Owners and Devon wish to encourage further development of the Lease via the drilling of horizontal wells, and in order to:

- (a) prevent physical and economic waste and the drilling of unnecessary wells, and to increase the ultimate recovery of natural gas from the Lease; and
- (b) protect the correlative rights of all Interest Owners so that each may receive a fair share of the natural gas production in and under the Lease;

it may be advantageous to position one or more future horizontal wells (any well having a lateral length of greater than 100’) such that same may traverse lands having differing ownership within the Lease or lands that extend beyond the boundaries of the Lease (a “Sharing Well”);

WHEREAS, a basis for sharing in production proceeds from a Sharing Well should be established;

NOW THEREFORE, each of the undersigned, for One Dollar (\$1.00), and the recitals, promises, performances, payments, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby agree to the following:

- (1) Each Interest Owner shall share in each Sharing Well on the basis of such Interest Owner’s ownership under that portion of the Lease which is traversed by the Lateral Line Equivalent multiplied by an Allocation Factor; such Allocation Factor being defined as a fraction, the numerator of which is equal to the length of that portion of the Lateral Line Equivalent that lies under that portion of the Lease

under which such Interest Owner owns, and the denominator being the total length of the Lateral Line Equivalent. For purposes of this Agreement, the Lateral Line Equivalent is defined as a line drawn, using map view perspective, that begins at the actual surface location of a well and runs laterally towards the Terminus of the well along the actual surveyed well path to the actual Terminus of such well. The Terminus is defined as the farthest point in the wellbore from the actual surface location.

- (2) Operations on or production from each Sharing Well shall be treated as if they were actual operations on or production from the Lease and the proceeds from production from such Sharing Well shall be paid in accordance with the Allocation Factor set out hereinabove.

- (3) Production from any and all Sharing Wells drilled hereunder shall not create any offset obligation, whether express or implied, and as to each Sharing Well drilled, this Agreement shall be deemed to constitute complete protection of each Interest Owner's correlative rights. Each of the undersigned further agrees that this Agreement affects only production from each Sharing Well drilled hereunder, and in no way affects ownership under any other wells drilled or to be drilled which are not Sharing Wells.

- (4) The provisions of the leases, division orders, and transfer orders covering or affecting the Lease are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise.

- (5) This Agreement shall become effective if and when Devon Energy Production Company, L.P., files same of record in Denton County, Texas, and thereafter shall remain in effect for so long as there is production from or operations on any Gas Unit well, regardless if it be a Sharing Well or not, with no cessation of more than 180 consecutive days, or for so long as any Gas Unit well, regardless if it be a Sharing Well or not, is capable of producing in paying quantities but is shut-in due to a lack of market or suitable market.

In addition to the foregoing, each of the undersigned Interest Owners do hereby RATIFY, ADOPT, and CONFIRM the Lease and, do hereby GRANT, LEASE and LET unto Devon, all of Interest Owner's interest in the acreage covered by the Lease, subject to the same terms and conditions provided for therein, as same may have been amended otherwise or herein.

It is understood and agreed that the Interest Owners herein do not by the execution hereof intend to communitize the interest which they now own, or may hereafter own in portions of the land covered by the Lease with the interests of other parties owning interests in any other portion or portions of the land covered by the Lease.

This instrument may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original instrument. Failure of any party hereto to execute a counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and

a counterpart shall not render this instrument ineffective as to any other party hereto who does execute a counterpart thereof, but shall be binding upon each executing party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes as a single instrument.

EXECUTED on this the 26 day of September, 2010, but effective as provided for in item 5 hereinabove.

Devon Energy Production Company, L.P.

[Signature]
Bill A. Penhall, Agent and Attorney-in-fact [Signature]

INTEREST OWNERS

Ronald O. Holman

By: _____

Jeffrey D. Ezell Living Trust

By: _____
Jeffrey D. Ezell, Trustee

Febro Investments, LLC

By: [Signature]

Austen M. Watkins

By: _____

Printed Name: Sohrab Rob Febros

Title: Member

Jesse E. Vester

By: _____

Patricia A. Vester Life Estate

By: _____
Patricia A. Vester

Michael D. Vester

By: _____

By: _____
Phillip W. Vester, Remainderman

John and Joan Watkins Revocable Trust

By: _____
Patrick L. Vester, Remainderman

By: _____
John J. Watkins, Co-Trustee

By: _____
Christopher L. Vester, Remainderman

By: _____
Joan S. Watkins, Co-Trustee

acknowledgments, and the executing parties agree that the instruments shall be effective for all purposes as a single instrument.

EXECUTED on this the _____ day of _____, 2012, but effective as provided for in item 5 hereinabove.

Devon Energy Production Company, L.P.

Bill A. Penhall, Agent and Attorney-in-Fact

Texas Royalty Brokers

INTEREST OWNERS

Ronald O. Holman

Jeffrey D. Ezell Living Trust

By: _____

By: _____
Jeffrey D. Ezell, Trustee

Febro Investments, LLC

Austen M. Watkins

By: _____

By: _____

Printed Name: _____

Jesse E. Vester

Title: _____

By: _____

Patricia A. Vester Life Estate

Michael D. Vester

By: Patricia A. Vester
Patricia A. Vester

By: _____

By: Phillip W. Vester
Phillip W. Vester, Remainderman

John and Joan Watkins Revocable Trust

By: Patrick L. Vester
Patrick L. Vester, Remainderman

By: _____
John J. Watkins, Co-Trustee

By: Christopher L. Vester
Christopher L. Vester, Remainderman

By: _____
Joan S. Watkins, Co-Trustee

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EXECUTED on this the _____ day of _____, 2012, but effective as provided for in item 5 hereinabove.

Devon Energy Production Company, L.P.

Bill A. Penhall, Agent and Attorney-in-Fact

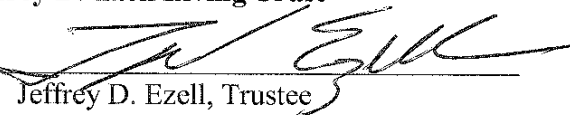
Texas Royalty Brokers

INTEREST OWNERS

Ronald O. Holman

By: _____

Jeffrey D. Ezell Living Trust

By: 
Jeffrey D. Ezell, Trustee

Febro Investments, LLC

By: _____

Printed Name: _____

Title: _____

Austen M. Watkins

By: _____

Jesse E. Vester

By: _____

Patricia A. Vester Life Estate

By: _____
Patricia A. Vester

Michael D. Vester

By: _____

By: _____
Phillip W. Vester, Remainderman

John and Joan Watkins Revocable Trust

By: _____
Patrick L. Vester, Remainderman

By: _____
John J. Watkins, Co-Trustee

By: _____
Christopher L. Vester, Remainderman

By: _____
Joan S. Watkins, Co-Trustee

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EXECUTED on this the _____ day of _____, 2012, but effective as provided for in item 5 hereinabove.

Devon Energy Production Company, L.P.

Bill A. Penhall, Agent and Attorney-in-Fact

Texas Royalty Brokers

INTEREST OWNERS

Ronald O. Holman

Jeffrey D. Ezell Living Trust

By: _____

By: _____
Jeffrey D. Ezell, Trustee

Febro Investments, LLC

Austen M. Watkins

By: _____

By: _____

Printed Name: _____

Jesse E. Vester

Title: _____

By: _____

Patricia A. Vester Life Estate

Michael D. Vester

By: _____
Patricia A. Vester

By: _____

By: _____
Phillip W. Vester, Remainderman

John and Joan Watkins Revocable Trust

By: _____
Patrick L. Vester, Remainderman

By: _____
John J. Watkins, Co-Trustee

By: _____
Christopher L. Vester, Remainderman

By: _____
Joan S. Watkins, Co-Trustee

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EXECUTED on this the _____ day of _____, 2012, but effective as provided for in item 5 hereinabove.

Devon Energy Production Company, L.P.

Bill A. Penhall, Agent and Attorney-in-Fact

Texas Royalty Brokers

INTEREST OWNERS

Ronald O. Holman

Jeffrey D. Ezell Living Trust

By: _____

By: _____
Jeffrey D. Ezell, Trustee

Febro Investments, LLC

Austen M. Watkins

By: _____

By: _____

Printed Name: _____

Jesse E. Vester

Title: _____

By: Jesse E. Vester

Patricia A. Vester Life Estate

Michael D. Vester

By: _____
Patricia A. Vester

By: _____

By: _____
Phillip W. Vester, Remainderman

John and Joan Watkins Revocable Trust

By: _____
Patrick L. Vester, Remainderman

By: _____
John J. Watkins, Co-Trustee

By: _____
Christopher L. Vester, Remainderman

By: _____
Joan S. Watkins, Co-Trustee

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EXECUTED on this the _____ day of _____, 2012, but effective as provided for in item 5 hereinabove.

Devon Energy Production Company, L.P.

Bill A. Penhall, Agent and Attorney-in-Fact

INTEREST OWNERS

Ronald O. Holman

By: _____

Jeffrey D. Ezell Living Trust

By: _____
Jeffrey D. Ezell, Trustee

Febro Investments, LLC

By: _____

Printed Name: _____

Title: _____

Austen M. Watkins

By: _____

Jesse E. Vester

By: _____

Patricia A. Vester Life Estate

By: _____
Patricia A. Vester

Michael D. Vester

By: _____

By: _____
Phillip W. Vester, Remainderman

John and Joan Watkins Revocable Trust

By: _____
Patrick L. Vester, Remainderman

By: John J. Watkins, Co-Trustee
John J. Watkins, Co-Trustee

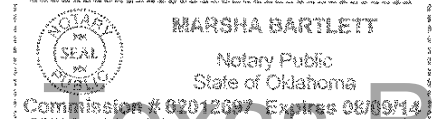
By: _____
Christopher L. Vester, Remainderman

By: Joan S. Watkins, Co-Trustee
Joan S. Watkins, Co-Trustee

NOTARY ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on January 25, 2012³, by **Bill A. Penhall**, Agent and Attorney-in-Fact of Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.



Marsha Bartlett
Notary Public, State of Oklahoma

My Commission Expires:
8-9-14

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by **Ronald O. Holman**.

Notary Public, State of _____

My Commission Expires:

STATE OF Delaware §
 §
COUNTY OF New Castle §

This instrument was acknowledged before me on October 3, 2012, by **Jeffrey D. Ezell**, Trustee of the **Jeffrey D. Ezell Living Trust**, on behalf of said Trust.

Kyle George Shiltz
Notary Public, State of Delaware

My Commission Expires:
8/24/14

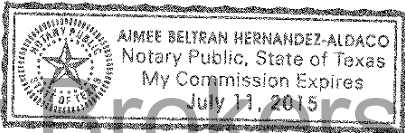


STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 26th of September, 2012
by ROB FERDOWS of Febro Investments, LLC.

[Signature]
Notary Public, State of TEXAS

My Commission Expires:
July 11, 2015
Commission #: 173373



STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2010, by
Austen M. Watkins.

Notary Public, State of _____

My Commission Expires:

Commission #: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2010, by
Patricia A. Vester.

Notary Public, State of _____

My Commission Expires:

Commission #: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2010, by
Phillip W. Vester, Remainderman of the Patricia A. Vester Life Estate.

Notary Public, State of _____

My Commission Expires:

Commission #: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012,
by _____ of **Febro Investments, LLC.**

Notary Public, State of _____

My Commission Expires:

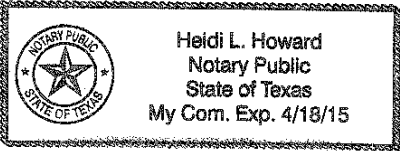
Texas Royalty Brokers

STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on November 23rd, 2012, by
Austen M. Watkins.

Heidi L. Howard
Notary Public, State of Texas

My Commission Expires:
04-18-15



Texas Royalty Brokers

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Patricia A. Vester.

Notary Public, State of _____

My Commission Expires:

Texas Royalty Brokers

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Phillip W. Vester, Remainderman of the Patricia A. Vester Life Estate.

Notary Public, State of _____

My Commission Expires:

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012,
by _____ of **Febro Investments, LLC.**

Notary Public, State of _____

My Commission Expires:

Texas Royalty Brokers

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Austen M. Watkins.

Notary Public, State of _____

My Commission Expires:

Texas Royalty Brokers

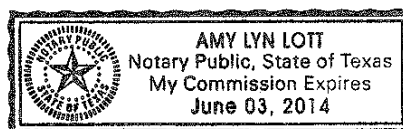
STATE OF Texas §

COUNTY OF Tarrant §

This instrument was acknowledged before me on October 13, 2012, by
Patricia A. Vester.

Amy Lynn Lott
Notary Public, State of Texas

My Commission Expires:
6-3-2014



Texas Royalty Brokers

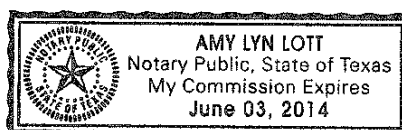
STATE OF Texas §

COUNTY OF Tarrant §

This instrument was acknowledged before me on October 13, 2012, by
Phillip W. Vester, Remainderman of the Patricia A. Vester Life Estate.

Amy Lynn Lott
Notary Public, State of Texas

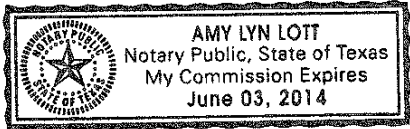
My Commission Expires:
6-3-2014



STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on October 13, 2012, by
Patrick L. Vester, Remainderman of the Patricia A. Vester Life Estate.
Amy Lyn Lott
Notary Public, State of Texas

My Commission Expires:
6-3-2014

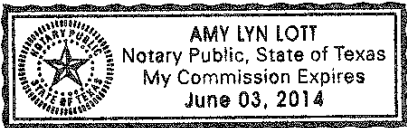


Texas Royalty Brokers

STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on October 13, 2012, by
Christopher L. Vester, Remainderman of the Patricia A. Vester Life Estate.
Amy Lyn Lott
Notary Public, State of Texas

My Commission Expires:
6-3-2014



Texas Royalty Brokers

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Jessie E. Vester.

Notary Public, State of _____

My Commission Expires:

Texas Royalty Brokers

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Michael D. Vester.

Notary Public, State of _____

My Commission Expires:

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Patrick L. Vester, Remainderman of the Patricia A. Vester Life Estate.

Notary Public, State of _____

My Commission Expires:

Texas Royalty Brokers

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Christopher L. Vester, Remainderman of the Patricia A. Vester Life Estate.

Notary Public, State of _____

My Commission Expires:

Texas Royalty Brokers

STATE OF Texas §
COUNTY OF Kerr §

This instrument was acknowledged before me on October 9th, 2012, by
Jessie E. Vester.

Jenna Rogers
Notary Public, State of Texas



11/23/15

Texas Royalty Brokers

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by
Michael D. Vester.

Notary Public, State of _____

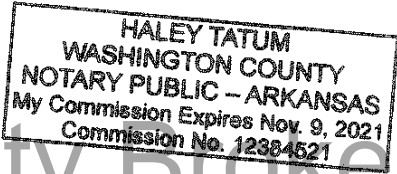
My Commission Expires:

STATE OF Arkansas §
COUNTY OF Washington §

This instrument was acknowledged before me on October 2, 2012, by **John J. Watkins, Co-Trustee of the John and Joan Watkins Revocable Trust.**

Haley Tatum
Notary Public, State of Arkansas

My Commission Expires:
11-9-2021



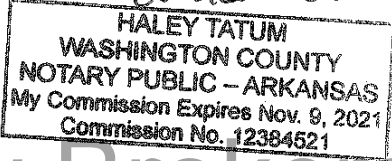
Texas Royalty Brokers

STATE OF Arkansas §
COUNTY OF Washington §

This instrument was acknowledged before me on October 2, 2012, by **Joan S. Watkins, Co-Trustee of the John and Joan Watkins Revocable Trust.**

Haley Tatum
Notary Public, State of Arkansas

My Commission Expires:
11-09-2021



Texas Royalty Brokers

Texas Royalty Brokers

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE JEROME ELEEN RUSSELL,
 ET AL LEASE AREA PRODUCTION SHARING AGREEMENT, DATED

September 26, 2012
 PAGE 1 of 2

Oil, Gas and Mineral Lease No. 42-4332598-010, between Jerome Eleen Russell, formerly known as Jerome Eleen Ezell, Individually and as Trustee for the Day-Ezell Trust and as Trustee under the Will of Georgia B. Day, as Lessor, and Mitchell Energy Corporation, as Lessee, dated October 14, 1996, as recorded as Document No. 96-R0079252 of the Official Records of Denton County, Texas, as amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease, recorded as Document No. 2001-R00110465 of the Official Records of Denton County, Texas, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease which is referenced in those certain Memorandums of Amendment of Oil, Gas and Mineral Lease recorded as Document Nos. 2002-R0017136 and 2002-R0017137 of the Official Records of Denton County, Texas;

Oil, Gas and Mineral Lease No. 42-4332598-006, between Michael D. Vester, as his sole and separate property, as Lessor, and Mitchell Energy Corporation, as Lessee, dated May 8, 1995, and recorded as Document No. 95-R0029528 of the Official Records of Denton County, Texas, as amended by Extension and Renewal of Oil, Gas and Mineral Lease dated February 26, 2000 and recorded as Document No. 00-R0025697 of the Official Records of Denton County, Texas, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease, recorded as Document No. 2001-R0110462 of the Official Records of Denton County, Texas, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease, which is referenced in those certain Memorandums of Amendment of Oil, Gas and Mineral Lease recorded as Document Nos. 2002-R0017138 and 2002-R0017139 of the Official Records of Denton County, Texas;

Oil, Gas and Mineral Lease No. 42-4332598-007, between John Jerome Watkins, as Lessor and Mitchell Energy Corporation, as Lessee, dated October 14, 1996, recorded as Document No. 96-R0079250 of the Official Records of Denton County, Texas, as amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease and recorded as Document No. 2001-R0110463 of the Official Records of Denton County, Texas, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease which is referenced in those certain Memorandums of Amendment of Oil, Gas and Mineral Lease recorded as Document Nos. 2002-R0017134 and 2002-R0017135 of the Official Records of Denton County, Texas;

Oil, Gas and Mineral Lease No. 42-4332598-008, between Marcus Dee Watkins, as Lessor, and Mitchell Energy Corporation, as Lessee, dated October 14, 1996, recorded as Document No. 96-R0079251 of the Official Records of Denton County, Texas, as amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease and recorded as Document No. 2001-R00110464, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease which is referenced in those certain Memorandum of Amendment of Oil, Gas and Mineral Lease recorded as Document Nos. 2002-R0017132 and 2002-R0017133 of the Official Records of Denton County, Texas;

Oil, Gas and Mineral Lease No. 42-4332598-013, between Jesse E. Vester, his sole and separate property, as Lessor, and Mitchell Energy Corporation, as Lessor, dated October 29, 1996, as recorded under Document No. 96-R0079249 of the Official Records of Denton County, Texas, as amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease and recorded as Document No. 2001-R0110461 of the Official Records of Denton County, Texas, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease which is referenced in those certain Memorandums of Amendment of Oil, Gas and Mineral Lease being recorded as Document Nos. 2002-R0017130 and 2002-R0017131 of the Official Records of Denton County, Texas;

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE JEROME ELEEN RUSSELL,
ET AL LEASE AREA PRODUCTION SHARING AGREEMENT, DATED

September 26, 2012
PAGE 2 of 2

Oil, Gas and Mineral Lease No. 42-4332598-016, between Phillip J. Vester, a/k/a Phillip John Vester, as his sole property, as Lessor, and Mitchell Energy Corporation, as Lessee, dated April 5, 1995, recorded as Document No. 95-R0034929 of the Official Records of Denton County, Texas, as amended by Extension and Renewal of Oil, Gas and Mineral Lease dated February 26, 2000 and recorded as Document No. 00-R0025696 of the Official Records of Denton County, Texas, as further amended by Oil, Gas and Mineral Lease Amendment to be effective as of the date of the Lease and recorded as Document No. 2001-R0110460 of the Official Records of Denton County, Texas which is referenced in those certain Memorandums of Amendment of Oil, Gas and Mineral Lease recorded as Document Nos. 2002-R0017140 and 2002-R0017141 of the Official Records of Denton County, Texas;

Oil, Gas and Mineral Lease No. 42-6000309-001, between Ferbro Investments, LLC, as Lessor, and Chief Holdings, LLC, as Lessee, dated April 1, 2003, a Memorandum of which is recorded as Document No. 2003-R0076805 of the Official Records of Denton County, Texas, as amended by Lease Extension Agreement to be effective as of the date of the Lease and recorded as Document No. 2004-44461 of the Official Records of Denton County, Texas.

Texas Royalty Brokers

Texas Royalty Brokers