

Claimant: \_\_\_\_\_

Contractor: \_\_\_\_\_

Mineral Property Owners: \_\_\_\_\_ (insert name) and any person or entity asserting an interest in the Subject Property by virtue of an assignment that was not recorded in the real property records at the time Claimant commenced delivery of materials on the Subject Property

Lease(s): \_\_\_\_\_

County: \_\_\_\_\_

Principal Amount Due: \$ \_\_\_\_\_

TO RECORDING OFFICER: This instrument must be filed in the appropriate Lien Records for your County.

**STATEMENT AND AFFIDAVIT  
IN SUPPORT OF LIEN ON MINERAL PROPERTY**

**Claimant**

\_\_\_\_\_. (hereinafter referred to as "Claimant") has, under contract, furnished materials and equipment and/or performed labor and services for and in connection with the digging, drilling, torpedoing, operating, completing, maintaining, or repairing of an oil and /or gas well on the oil, gas, and mineral leasehold hereinafter described.

Claimant's mailing address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lease Description**

This lien claim is upon the oil, gas, and mineral lease(s) which are part of the \_\_\_\_\_ Well. A description of the \_\_\_\_\_ Well is attached hereto as Exhibit "A-1". This lien attaches to the total acreage of each lease identified in Exhibits "\_\_\_\_\_" and "\_\_\_\_\_" and is not limited to the acreage within the \_\_\_\_\_ Well. The property described in Exhibits "\_\_\_\_\_", "\_\_\_\_\_" and "\_\_\_\_\_" is hereinafter referred to as the "Subject Property". This lien attaches to: (i) any well; (ii) personal property; (iii) equipment; (iv) buildings; (v) appurtenances; (vi) pipelines; (vii) the oil, gas and other minerals produced from or upon the Subject

Property; and (viii) any other property provided for in Texas Property Code § 56.003 and the Texas Constitution which are located on or used in connection with the Subject Property.

**Owners**

The names of the owners (or reputed owners) whose interests in the Subject Property are encumbered by this lien is \_\_\_\_\_ and any person or entity asserting an interest in the Subject Property by virtue of an assignment that was not recorded in the real property records at the time Claimant commenced delivery of materials and/or provided services to the Subject Property.

\_\_\_\_\_ (name of owner) address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Statement of Claim**

\_\_\_\_\_ contracted with Claimant to furnish materials, machinery, or supplies and/or perform labor and services on behalf of the owners of interests in the Subject Property.

Attached hereto as Exhibit "B" are invoices setting forth: (1) the materials furnished and labor performed by Claimant; (2) the dates on which the labor was performed and materials were furnished; (3) the prices charged in connection with the labor and materials; and (4) the lease(s) and well with respect to which the labor was performed and materials were furnished. The labor and materials described in Exhibit "B" were furnished in connection with the digging, drilling, torpedoing, operating, completing, maintaining, or repairing of the \_\_\_\_\_ Well located on the Subject Property.

Claimant commenced furnishing materials and/or services in connection with the \_\_\_\_\_ Well on \_\_\_\_\_ (date) and last furnished materials and/or services in connection with the \_\_\_\_\_ Well on \_\_\_\_\_ (date). Claimant commenced furnishing materials and/or services on the leasehold interest described in Exhibits "A-1", "\_\_\_\_\_" and "\_\_\_\_\_" on \_\_\_\_\_ (date) and last furnished materials and/or services on the leasehold interest described in Exhibits "A-1", "\_\_\_\_\_" and "\_\_\_\_\_" on \_\_\_\_\_ (date). All materials and/or services furnished by Claimant to the leasehold interest described in Exhibits "A-1", "\_\_\_\_\_" and "\_\_\_\_\_" are pursuant to Tex. Prop. Code § 56.005 considered to be furnished under a single contract.

The amount of this claim is \_\_\_\_\_ (\$\_\_\_\_\_) principal, plus interest, costs of court and attorneys' fees. Said amount is due and owing. All just and lawful offsets, payments, and credits, if any, have been made and allowed. The above stated amounts charged are,

and were at the time and place of performance, reasonable and were agreed upon by the parties prior to and/or at the time that the labor and materials were furnished.

**Statutory Lien Claim**

This Statement and Affidavit in Support of Lien on Mineral Property is filed pursuant to § 56.001, et seq. of the Tex. Prop. Code for the purpose of perfecting a lien upon one hundred percent (100%) of the working interest ownership in the Subject Property, including, but not limited to, the interests of the above-referenced owners in the Subject Property. This lien encumbers the interest of any working interest owner in all property on the Subject Property as provided in Texas Property Code § 56.003, to secure the claim amount.

**Notice**

In connection with the contracts described above \_\_\_\_\_ acted in the capacity of mineral contractor under an express or implied contract with the mineral property owners, their trustee, agent or receiver. Accordingly, claimant is a mineral subcontractor within the meaning of Texas Property Code § 56.001(4).

Pursuant to Texas Property Code § 56.043, notice is hereby given that neither the owner of the land, nor the owner of said oil, gas, or mineral leasehold interest therein, nor the owner of any gas or oil pipeline, nor the contractor, nor the subcontractor, nor the purchaser, nor the trustee, receiver, or agent of any such owner, lessor, lessee, contractor, subcontractor, or purchaser shall either sell or remove the property subject to this lien or cause same to be removed from the land or premises upon which they were to be used or otherwise sell or dispose of the same, without the written consent of the holder of this lien.

**Constitutional Lien**

Claimant, in addition to the statutory lien available under Chapter 56 of the Property Code, claims a lien pursuant to the Texas Constitution Article XVI § 37 upon all the property hereinabove described.

Claimant reserves the right to file an Amended Lien.

Claimant:

\_\_\_\_\_

By: \_\_\_\_\_  
Name and title

**AFFIDAVIT**

THE STATE OF TEXAS   §  
  §  
COUNTY OF HARRIS   §

I, \_\_\_\_\_, the \_\_\_\_\_ (title) for \_\_\_\_\_ (claimant), Affiant, do hereby state under oath that I have read the foregoing instrument and examined the Exhibits thereto, and that every statement contained therein, is based on matters within my personal knowledge, is true and correct, that the amounts claimed therein are due and owing, and that all just and lawful offsets, payments, and credits have been allowed.

By: \_\_\_\_\_  
  Name and title

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned authority, by \_\_\_\_\_, the \_\_\_\_\_ (title) for \_\_\_\_\_ (claimant), on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of TEXAS

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ (title) for \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of TEXAS

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_