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OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 16th day of June, 1933, by and between

Wm. M. Carroll and wife, Anna Carroll

whose post office address is Fordtran, Texas, R. F. D. #1

hereinafter called lessor (whether one or more), and

SHELL PETROLEUM CORPORATION

hereinafter called lessee:

1. WITNESSETH: That the said lessor, for and in consideration of Three Hundred Ninety-one and no/100 Dollars cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, lease and let unto the said lessee for the purpose and with the exclusive right of exploring, drilling, mining, and operating for, producing, and owning oil, gas, sulphur and all other minerals and of laying pipe lines and of building tanks, telephone lines, power stations and other structures thereon to produce, save, treat and take care of said products, and housing its employees, all that certain tract of land situated in the Counties of Lavaca and Dewitt, State of Texas described as follows, to-wit:

Being all that certain tract or parcel of land out of and a part of the Charles Delmas 1/3 League and the Alexander Adams Survey, and described by metes and bounds as follows, to-wit:

BEGINNING at the south corner of the D. G. McManus 386.5 acre tract;

THENCE N. 45 W. with the southwest line of said McManus tract 624 varas to Big Hog branch;

THENCE up Big Hog branch with the southeast line of the D. G. McManus 64.5 acre tract to the corner of the D. G. McManus 175.4 acre tract;

THENCE S. 10-45 E. with the east line of the McManus 175.4 acre tract 428 varas to a northwest line of said McManus tract;

THENCE N. 45 E. with a northwest line of the McManus 175.4 acre tract 205 varas to the north corner of said tract;

THENCE S. 45 E. with the east line of the McManus 175.4 acre tract 418.8 varas to the east corner of said McManus tract;

THENCE S. 45 W. with a south line of said McManus 175.4 acre tract 245 varas to a corner of said tract;

THENCE S. 45 E. with the northeast line of said McManus 175.4 acre tract 800 varas to a northwest line of the Edwin Steinman land;

THENCE N. 45 E. with the northwest line of the Edwin Steinman et al 700 acre tract 2210.5 varas to the southwest line of the D. G. McManus 162 acre tract in the A. Adams Survey;

THENCE N. 48-30 W. with the southwest line of the said McManus 162 acre tract 458 varas;

THENCE S. 45 W. with the southeast line of the McManus land 14.5 varas;

THENCE N. 48-30 W. with the southwest line of the Julia Bailey McDonald et al land 220 varas to the southeast line of the D. G. McManus 386.5 acre tract;

THENCE S. 45 W. with the southeast line of the D. G. McManus 386.5 acre tract 1529.5 varas to the place of beginning, and containing 391 acres of land, more or less.

The above described land is bounded on the north and northeast by the D. G. McManus and Julia Bailey McDonald et al lands; on the southeast by the Edwin Steinman et al 700 acre tract; and on the southwest and west by the D. G. McManus lands.

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14. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

15. Title to the minerals vested in lessee under this lease shall not end or revert to lessor until there is a complete, absolute and intentional abandonment by lessee of each and all of the purposes, expressed or implied, of this lease and every part and parcel of the premises described in this lease. Lessee may, at any time and from time to time, execute and deliver to lessor, or place of record, a release or releases covering any portion or portions of the above described premises, or any mineral thereunder, and thereby surrender this lease as to such portion or portions, or as to such mineral, and be relieved of all obligations and rentals as to the acreage, or mineral, surrendered.

16. Lessor hereby warrants and agrees to defend title to the leased premises and agrees that lessee shall have the right at any time to pay or reduce for lessor, either before or after maturity, any mortgages, taxes or other liens or interest and other charges on said lands and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments due or which may become due to lessor and/or assigns under this lease.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

WITNESSES:



Wm M Carroll
Anna Carroll

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