

E. M. SCHOONOVER & ARVIL SCHOONOVER..|

TO...OIL, GAS & MINERAL LEASE.....|

OIL, GAS AND MINERAL LEASE

SHELL OIL COMPANY, INCORPORATED.....|

AGREEMENT, Made and entered into the 23rd day of

October, 1939, by and between E. M. Schoonover and Arvil Schoonover whose post office address is ___, hereinafter called lessor (whether one or more), and SHELL OIL COMPANY, INCORPORATED hereinafter called lessee:

1. WITNESSETH; That the said lessor, for and in consideration of Ten 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 County of Lavaca State of Texas described as follows, to-wit:

JBG

N.P. Out of and a part of the Sebastian Martin Survey and BEGINNING at the West corner of this tract, it being also the South corner of a E. F. Pearce 160 acre tract and being also on the Northeast boundary line of a D. G. McManus 451 acre tract, a point on the Southwest margin of the Hebron-Hope public road which runs in a Southeasterly direction, said point being also on an extension of the center line of said road as it changes its course to a Northeasterly direction; THENCE North 44 deg. 51 mins. East 486.6 varas along the center line of the Hebron-Hope public road to a point, it being the North corner of this tract and the West corner of an 85 acre tract owned by Julia Bailey McDonald; THENCE South 46 deg. 49 mins. East at 5.8 varas the Southeast margin of said road and continuing on same course along and with the fence line dividing this tract and said Julia Bailey McDonald tract, a total distance of 322.4 varas, and continuing along said fence line South 44 deg. 42 mins. East 636.8 varas to a fence corner, it being the East corner of this tract and the South corner of the Julia Bailey McDonald 85 acre tract and being also on the Northwest boundary line of a Julia Bailey McDonald 160 acre tract; THENCE along and with the fence line separating this tract and the Julia Bailey McDonald et al., tract South 43 deg. 35 mins. West 452.7 varas to a 1" square iron pin, it being the South corner of this tract and also an "ell" corner of a D. G. McManus 451 acre tract, and being also a point on the Northwest boundary line of said Julia Bailey McDonald (or her assigns) 160 acre tract; THENCE along and with the fence line separating this tract from the D. G. McManus 451 acre tract North 48 deg. 39 mins. West 661.8 varas; North 43 deg. 57 mins. West 302.1 varas to a point on the Southeast margin of the Hebron-Hope public road; THENCE South 44 deg. 51 mins. West 4.4 varas along the Southeast margin of said road to a fence corner, it being the South corner of said road margin where it changes its course from a Southeast direction to a Northeast direction; THENCE North 45 deg. 42 mins. West 6.5 varas along the Southwest margin of said Hebron-Hope public road to the place of beginning, and containing 75 acres of land, more or less, and being our entire claim to interest in the Sebastian Martin 160 acre Survey.

FOR THE PURPOSE OF IDENTIFICATION:

E. M. Schoonover

Arvil Schoonover

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise 75 acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by