

RETURN TO
ARCO OIL AND GAS COMPANY
LEASE PURCHASE UNIT
P. O. BOX 2819 DALLAS, TEXAS 75221

LEASE AGREEMENT

487

ALA-1036

Bonus 412,768.00
area 4,256.00
September

THIS AGREEMENT, made and entered into as of the 18th day of September, 1979, by and between First Alabama Bank of Birmingham, C.W. Walter and John H. Brewer, as Trustee under Indenture of Trust dated 5-24-71, and recorded in the office of the Judge of Probate of Shelby County, Alabama, on 5-27-71, in deed book 268, page 7, and First Amendment to Trust dated 12-30-76, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in deed book 303, page 528, Birmingham, Alabama 35203, hereinafter called "Lessor," and ATLANTIC RICHFIELD COMPANY, P. O. Box 2819, Dallas, Texas 75221, a Pennsylvania corporation, hereinafter called "Lessee";

19800114000005690 Pg 1/20 .00
Shelby Cnty Judge of Probate, AL
01/14/1980 00:00:00 FILED/CERTIFIED

W I T N E S S E T H:

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1. (a) Lessor, for and in consideration of \$10.00 and other good and valuable consideration, hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant and lease exclusively unto the said Lessee all of its interest in and to the lands described in "Exhibit A" attached hereto and made a part hereof, and being not less than the interest specified in said Exhibit A, containing Forty two hundred fifty six (4256) acres, more or less (which acreage figure may be relied on in calculating rental or other payments hereunder), and hereinafter sometimes referred to as "premises," for the sole purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, natural gas and casinghead gas, casinghead gasoline, distillate, or other hydrocarbons, and sulfur, excepting, however, coal seam gas as hereinafter defined, hereinafter sometimes collectively referred to as "leased minerals," and the exclusive right of injecting water, brine and other fluids into subsurface strata (but not into coal seams). Provided that said injections shall be made in zones, or strata underlying the premises which do not contain, or are not productive of, fresh potable water, together, to the extent of Lessor's interest in the lands, with rights-of-way and easements for laying pipelines, telephone and telegraph lines, tanks, powerhouses, stations, gasoline plants, ponds, roadways and fixtures for producing, treating and caring for such products, and any and all other rights and privileges necessary and incident to the economical operation on said

premises for the purposes herein enumerated; provided, however, that Lessor shall have the right of prior approval of the location of permanent-type facilities which approval shall not be unreasonably withheld.

(b) "Coal seam gas" for purposes of this Agreement is defined as methane and/or other gases present in any seam of coal which lies at any depth between the surface and a point one hundred (100) feet below the bottom of the Seam and in the areas of rock and other substances immediately above and below the seam, and which may be removed prior to, in the course of, or subsequent to the mining of the coal. The term does not include natural gas in strata or horizons other than those containing, consisting of or associated with coal deposits.

2. It is agreed that the lease, except as to any premises previously released, and except as hereinafter otherwise provided, shall remain in full force for a primary term of Five (5) years from this date and as long thereafter as oil, natural gas, casinghead gas, casinghead gasoline, distillate or other hydrocarbons, or sulfur are produced in paying quantities from the premises or from a unit which includes a portion of the leased premises or it is maintained in force in any other manner herein provided.

3. Lessee agrees to pay Lessor the following Royalties:

(a) On leased minerals, one-sixth (1/6) of that produced and saved from said premises, the same to be delivered at the wells or to the credit of Lessor into pipelines to which the wells may be connected, or in the absence of such pipelines, into tank cars or other carriers; Lessee shall, unless otherwise requested by Lessor by ninety (90) days prior written notice, purchase said leased minerals delivered as royalty to Lessor or to Lessor's credit, paying to Lessor: (i) on oil, the market price therefor prevailing on the date of purchase for the field or well where produced; in the purchase of oil, the interest of Lessor shall bear its proportion of any expense of treating unmer-

chantable oil to render it merchantable as crude; and (ii) on all other leased minerals, the market value at the well, provided that if any of said other leased minerals are sold, the royalty shall be the amount realized from such sale, computed at the mouth of the well. It is the intent of the parties hereto that Lessor shall have, in Lessor's sole discretion, the right to take in kind its share of leased minerals that may be produced and saved hereunder, by giving Lessee ninety (90) days prior written notice; provided, however, if, at the time Lessor elects to so take in kind any of such leased minerals, such royalty share shall have been subjected to sale pursuant to a valid and binding agreement with a third-party purchaser, any such notice given by Lessor to take in kind such leased minerals will not become effective during the term of such agreement. In the event Lessor elects hereunder to take in kind the royalty share of gas, Lessor shall be responsible for the cost and expense of connecting to said well(s) and the installation and maintenance of appropriate metering equipment that may be required for the Lessor to take such gas in kind.

(b) If, at or after the expiration of the primary term, this lease is not continued in effect by production of leased mineral in paying quantities or by drilling or reworking operations, but Lessee has completed on the leased premises or on a unit which includes a portion of the leased premises a well capable of producing natural gas, including casinghead gas or other gaseous hydrocarbon substance, which well has been shut in for lack of market or lack of transportation facilities, this lease may be kept in effect for not more than three (3) years past the end of the primary term or on the date on which the well is shut in, whichever is the latter, but only as to that part of the leased premises forming a part of the drilling unit on which the well is located, by payment to Lessor annually as royalty in advance the sum of Two Dollars (\$2.00) per net mineral acre for that part of the leased premises included in such unit; provided, however, if Lessor shall have contracted with Lessee for the purchase of such gas, then this lease may be kept in effect for an indefinite period by such payments. The first such pay-

ment shall be made on or before the forty-fifth (45th) day after said well is shut-in and subsequent payments shall be due annually on or before the successive anniversaries of the day said well was shut-in; provided, however, that the failure to make such payment within said period shall not result in a lapse of this lease until Lessor shall have notified Lessee of such failure and such payment is not made by Lessee within 14 days after such notice. The word "unit" shall refer to the drilling unit established or permitted by laws, ordinances or regulations of the State of Alabama or other authority having jurisdiction.

(c) Lessee shall have free use of reasonable quantities of oil, natural gas, and water from said premises, except water from Lessor's wells or facilities, for all operations hereunder on the premises or lands pooled therewith and the royalty on oil, natural gas, and petroleum products shall be computed after deducting any so used.

4. If operations for drilling are not commenced on said premises, or on a unit including a portion of same, before the first anniversary date of this lease, or if commenced, such operations are not prosecuted with reasonable diligence, this lease shall then terminate as to both parties unless on or before such first anniversary date Lessee shall pay or tender to Lessor the sum of One Dollar (\$1.00) for each acre of the premises subject to this lease and not previously released (hereinafter called "delay rental"), which shall give to Lessee the privilege of deferring commencement of drilling operations for a period of twelve (12) months from such first anniversary date. In like manner and upon like payment or tender on or before subsequent anniversary dates, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each for the remainder of the primary term. The payment or tender of delay rental may be made in currency, draft or check at the option of the Lessee; and the depositing of same in any post office properly addressed to Lessor on or before the rental-paying date, shall be deemed payment as herein provided. The cash down payment is consideration for this lease according to its terms

and shall not be allocated as a mere rental for a period.

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5. If, within the primary term of this lease and prior to discovery of any of the leased minerals on the premises or from a unit which includes a portion of the leased premises, Lessee should drill a dry hole or holes thereon, or if after discovery of leased minerals the production thereof should cease from any cause, this lease shall not terminate if Lessee resumes production, commences and continues with reasonable diligence operations for additional drilling or reworking, or commences or resumes the payment or tender of delay rentals on or before the rental payment date next ensuing after the date of completion of a dry hole or cessation of production provided, however, that should such date occur less than thirty (30) days prior to the rental-paying date, then Lessee shall have thirty (30) days after after said rental-paying date within which to tender a delay rental payment. If during the last year of the primary term and prior to the discovery and production of any of the leased minerals on said premises, or from acreage utilized therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term no leased minerals are being produced on said premises, or from acreage unitized therewith, but Lessee is engaged in drilling or reworking operations thereon, the lease shall remain in force so long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of leased minerals, so long thereafter as leased minerals are produced in paying quantities from said premises or from acreage unitized therewith.

6. Payments for oil and other products, except natural gas, shall be made on a monthly basis, no more than 90 days after the end of the month in which such oil was produced, and payments for natural gas shall be made on a quarterly basis, no more than 90 days after the end of the quarter in which such gas was produced, and payment shall be accompanied by a statement showing all data pertinent to the calculation of royalty

payments hereunder, including the quantities of oil, natural gas or other products for which payment is made and the prices received therefor. After rental has been paid, or has become due for any year, neither subsequent production nor subsequent drilling during that year shall entitle Lessee to a refund of any part of such year's rental payment, nor shall any part of such rental payment be applied on royalties or on rental for any other year.

7. It is understood and agreed that Lessee shall conduct its exploration, drilling, production and marketing in a reasonable and workmanlike manner not only with a view to reasonable development and recovery of the leased minerals, and avoidance of wastes, but to the conservation of potential production and reserves by the avoidance of drainage by adjacent owners, the intrusion of water into an oil or natural gas stratum, the escape of oil or natural gas out of one stratum to another, or the pollution of fresh water by oil, natural gas or salt water. To this end Lessee agrees that, if any of the leased minerals are discovered in paying quantities on the premises, or on other land in a unit which includes a part of the premises, or in the event a well or wells producing oil or natural gas or other minerals of the kind herein leased in paying quantities should be brought in on adjacent land not unitized with any part of the premises but draining the premises, Lessee will thereafter proceed with the drilling of such wells on the premises as would a reasonably prudent operator to accomplish the purposes of this paragraph.

8. If at any time while this lease is in force and Lessee deems it advisable, in order to form a unit for the drilling of a well or the production of leased minerals, or in order to conform to spacing orders, rules or regulations issued by the State or other governmental authorities having jurisdiction in such matters, or in order to conform to conditions imposed upon the issuance of drilling permits, Lessee shall have the right to pool or combine the premises covered by this lease, or part thereof, with other land, whether such land be held by

Lessee or by others, such pooling to be into a unit not exceeding the number of acres allocated to one well by the above mentioned authority, and to be applicable only to sands, horizons or strata as are covered by such orders, rules or regulations or in the absence thereof, a unit not exceeding one hundred sixty (160) acres for an oil well or six hundred forty (640) acres for a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land is situated an instrument identifying and describing the pooled acreage, and shall mail to the named Lessor herein by registered mail a certified copy of such instrument. As between the parties hereto and except as herein otherwise specifically provided, the entire acreage so pooled into a unit shall be treated for all purposes as if it were included in this lease. In lieu of the royalties herein specified elsewhere, Lessor shall receive, on the production from the unit so pooled, only such proportion of the royalties stipulated herein as the amount of the Lessor's net mineral acreage (oil and natural gas rights) placed in the unit bears to the total acreage so pooled in the particular unit involved. If operations be conducted on or production be secured from any land in such pooled unit, it shall have the same effect as to maintaining the Lessee's rights in force hereunder as if such operations were on or such production from premises covered hereby.

9. Lessee shall have the right at any time during the period this lease is in effect, or within six (6) months subsequent to its date of expiration, to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing, and all such machinery, fixtures and casing remaining on the lands after the expiration of said six (6) months period shall be deemed the property of Lessor.

10. Lessee may at any time prior to or after the discovery and production of any of the leased minerals on the premises, execute and deliver to Lessor or place of record, a release or releases of any portion or portions of the premises and be relieved of all requirements hereof as to the premises surrendered, and if during the primary term, the rental shall be reduced proportionately according to acreage.

11. All express or implied covenants of this lease and all of Lessee's operations hereunder shall be subject to all Federal, State and local laws, Executive Orders, rules or regulations including without limitation air and water pollution, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation, or if prevented by an act of God, of the public enemy, labor disputes beyond the control of Lessee, or other cause beyond the control of Lessee. If, during the term of this lease, any of the leased minerals is discovered in paying quantities upon the premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this paragraph, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the leased minerals and so long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided; provided, however, that Lessee shall be obligated to make advance royalty payments to Lessor in the same manner and amount as provided in paragraph 3(b) hereof with respect to shut-in gas wells which may be deducted from royalty payments when made.

12. Lessee agrees:

(a) To comply with all laws of the State of Alabama with reference to encasing wells, plugging dry and abandoned wells, and with any other laws of the State of Alabama in connection with oil and natural gas wells;

(b) To keep all proper records to enable a correct determination of products produced and marketed or delivered, including any expense incurred in treating unmerchantable oil to render it merchantable as crude, to the Lessor's credit in pipelines or otherwise, to which records Lessor, or its duly authorized agents, shall have access to at all reasonable times for the purpose of verification of the statements furnished by Lessee to Lessor;

(c) That during the drilling or completion of any well the agents and representatives of the Lessor shall at all reasonable times have the privilege of the derrick floor; but without any liability on the part of the Lessee in the event of their injury or death resulting from the drilling operations thereon;

(d) To keep a complete and accurate log of any well or wells, including therein the location and thickness of all coal seams penetrated, which logs shall at all times be available for the inspection of the Lessor, and upon completion of any well or wells Lessee shall furnish to Lessor a full, true and complete certified copy of each of said logs;

(e) That Lessee shall furnish Lessor, upon request, samples of cores and cuttings in receptacles to be furnished by Lessor, plainly marked with the depth from which such samples are secured, and which shall be picked up at the rig by representative of the Lessor;

(f) That Lessor shall not be liable for any claims or damages which may arise from any act or omission of Lessee hereunder, including damages of Lessee's employees or amounts payable to said employees under any Workmen's Compensation, unemployment, or similar act or law; and Lessee shall indemnify and hold Lessor harmless against all expenses, claims, demands, suits, judgments, and decrees including, without limitation, court costs and attorneys' fees, to which Lessor may be subject on account of any act or omission of Lessee, Lessee's agents, servants or employees, including the failure to comply with any law, ordinance, or regulation to which Lessee's operations hereunder are subject, and including any amounts payable under any Workmen's Compensation, unemployment, or other similar act or law;

(g) That Lessee will conduct operations in such manner as to do no unnecessary damage to the surface of the property herein described and that it will not interfere with the operations of the

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Lessor, its agents, servants, employees or contractors, or its Lessees who may be conducting other operations on the premises. Lessee, his successors and assigns, shall pay for all damages caused by his operations, including by way of illustration and not limitation, the surface of the land, growing crops, timber, fences, bridges, drainage ditches, buildings and other structures, facilities or improvements of any nature whatsoever situated on said land. The Lessee, his successors and assigns, are hereby bound and obligated to refill all pits dug by them, to level the surface and remove all obstacles to cultivation and restore the premises to its former state as near as is practical within six months after the completion of any well upon the leased premises as a dry hole. In the event of production upon the leased premises and later abandonment of any well, Lessee is obligated to restore the premises as above outlined, and will also remove any concrete placed upon the premises by Lessee or his assigns for pumping units or for other purposes.

(h) That Lessee shall give the Lessor written notice of the proposed location of any wells proposed to be drilled on the leased premises at least ten (10) days prior to the time Lessor desires to commence operations for the drilling of such wells;

(i) That Lessee shall furnish Lessor with a survey and maps showing the location on the premises and other areas in the same contiguous field with the premises of all wells drilled and of all pipelines, tanks, roads, and other facilities placed or constructed thereon by Lessee or under Lessee's direction.

13. If at any time Lessee receives an offer for the sale of gas from the premises which it is willing to accept, it shall notify Lessor of the terms and conditions of such offer. Lessor shall thereupon have thirty (30) days within which to advise Lessee whether or not it elects to purchase such gas for the same price and on the same terms and conditions as contained in said offer. If Lessor elects to purchase such gas, Lessor shall be deemed to take in kind its royalty share of

gas pursuant to Paragraph 3(a) and the Lessor and Lessee shall forthwith enter into a gas purchase agreement relative to the Lessee's share of gas available for sale, which agreement shall set forth the terms and conditions of such offer including, among other provisions customarily included in contracts for the intrastate sale of gas, provisions for the minimum quantity of gas to be taken by Lessor and providing for termination of the agreement should the gas be resold and/or transported in interstate commerce.

14. Lessee shall pay ad valorem taxes on all of its improvements, fixtures, and equipment, and shall also pay its portion of all taxes levied on the production, use or sale of oil, gas or other products therefrom and all taxes on the receipts therefrom or taxes due by reasons of the Lessee's activities on the leased premises of whatever nature or kind, either Federal or State, or any subdivision thereof, and Lessor shall pay its portion of all such taxes. Lessee shall pay the ad valorem taxes levied upon its interest in the oil, natural gas and other products, and Lessor shall pay the ad valorem taxes levied upon its interest in the land described in "Exhibit A," including the royalty interest reserved by Lessor in this lease.

15. All notices required to be given hereunder from one party to another may be given by mail or telegram. A notice shall be considered to have been given if and when deposited in the United States mail or delivered to Western Union Telegraph Company addressed to the address shown below:

If by Lessor to Lessee:

Address jointly to Lessee as follows:

John H. Brewer
529 Brown-Marx Building
Birmingham, Alabama 35203

and to:

Trust Department
First Alabama Bank of Birmingham
P. O. Box 10247
Birmingham, Alabama 35202

Attn: Bob Brown
Vice President and Senior Trust Officer

or to such other address of which Lessee shall
give Lessor written notice.

If by Lessee to Lessor:

Atlantic Richfield Company
P. O. Box 2819
Dallas, Texas 75221

Attn: Land Department

or to such other address of which Lessor shall
give Lessee written notice.

16. The parties hereto agree that there are reserved and excluded from this lease all coal, iron ore, coal seam gas as herein defined, and all other minerals (other than leased minerals) and all rights and easements necessary to the recovery, preparation, transportation, and marketing thereof. Anything in this lease to the contrary notwithstanding, the parties further agree that for all purposes of this lease it is understood that Lessor does not own or claim to own more land or interests therein than shown on said attached "Exhibit A" and Lessee shall, at its expense, acquire whatever additional rights are required for Lessee's operations hereunder; Lessor makes no warranty of any kind or character with respect to its title to the interests in premises leased herein, but does hereby agree with Lessee that if its interest in any of the premises described herein is less than the full interest in the leased minerals (whether or not Lessor's undivided interest is specified in this lease) or Lessor shall have no interest in such leased minerals, all royalties and rentals to be paid by Lessee to Lessor under this lease with respect to the leased minerals as to which Lessor owns such less interest or no interest shall be only in the proportion which Lessor's interest therein bears to the full interest in the leased minerals.

17. This entire contract is made subject to the following:
All outstanding leases, timber and coal contracts, and easements for roads, telephone lines, electric transmission lines, pipelines, or for other purposes similar or dissimilar in character, now existing on said premises.

18. It is understood and agreed that Lessor has granted or may grant certain stripping rights and underground rights for mining coal under leases in various areas of the premises herein leased to Lessee and that Lessor reserves to itself and its successors and assigns all rights, present or future, for the mining and removal of coal by any method or methods, from all of said premises. Lessor reserves the right to approve the location of any wells to be drilled; provided, however, such approval shall not be unreasonably withheld, it being the intent that the parties shall cooperate in selecting and approving well locations to the end that both the leased minerals and the coal can be developed to the maximum extent possible under the existing circumstances.

19. In the event coal is encountered in the drilling of any well or wells, test holes or borings, the Lessee will do and perform such usual and customary practices in penetrating such seams of coal as may be necessary to properly protect such seams of coal or mine working and upon the abandonment of any such well or wells, test holes or borings, shall follow the same practice, and shall comply with the Federal Coal Mine Health and Safety Act of 1969 and with all applicable laws, ordinances, and regulations, present and future, pertaining to protective devices in penetrating coal beds.

Lessee shall pay Lessor for each and every coal seam penetrated by each and every well in its drilling operations on lands on which Lessor owns the coal rights as follows:

- (a) For coal seams with total thickness 12 inches - nothing.
- (b) For coal seams 12 inches and over in thickness - \$800.00 for each 12 inches or fraction thereof or thickness.

Example:

Under 12 inches of coal - no charge. At least 12 inches but less than 24 inches of coal - \$800.00.

At least 24 inches but less than 36 inches of coal - \$1,600.00.

At least 36 inches but less than 48 inches of coal - \$2,400.00.

It is agreed, however, that Lessee's maximum liability, under this subparagraph, will be not more than \$15,000 per well for each well affected.

- (c) Payment for penetration of coal seams will be due upon completion of each well.
- (d) For purposes of this paragraph 19, the thickness of coal seams penetrated in the drilling of each well shall be determined from the from surveys run in such well. Lessee agrees to run such surveys in each well drilled by it hereunder that penetrates a coal seam above the elevation of minus eight thousand feet below mean sea level.

20. As it is the purpose of this instrument to lease the premises described in "Exhibit A" hereto attached for the sole purpose indicated in this instrument, it is understood and agreed that the Lessor reserves to itself all rights of Lessor not herein specifically granted to Lessee, including but not by way of limitation, the right to mine coal.

21. In the use of the roads and bridges now located upon said land Lessee shall at all times, at its own expense arrange for proper maintenance of the roads and bridges so used by Lessee so as to prevent undue damage thereto.

22. All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs and/or successors and assigns, but Lessee shall not assign its rights hereunder or any part hereof (except as a part of a sale or transfer of substantially all the assets of Lessee) without the written consent of Lessor, and if such written consent is given, no subsequent assignment shall be made without similar written consent. No change or division in the ownership of the right to receive rentals, royalties or other payments hereunder, shall be binding upon Lessee for any purpose until 60 days after Lessee shall have been furnished at the address indicated in this Lease with duly recorded instrument or instruments or certified

copy or copies thereof or other legally authenticated written evidence of such change of ownership satisfactory to Lessee.

23. Notwithstanding any provision or provisions contained herein to the contrary, if operations are not conducted on said land on or before the first, or second, anniversary date hereof, Lessee may not terminate this lease by non-payment of delay rentals. Such delay rentals are hereby guaranteed to be paid on the first and second anniversary dates of this lease, provided operations, as herein defined, are not being conducted on such anniversary dates.

24. Lessee shall have the option to renew this lease in whole or in part, and to extend the primary term for an additional period equal to the initial primary term commencing on the expiration date of the initial primary term by paying or tendering to Lessor, as a bonus, the sum of Three Dollars (\$3.00) per acre for each acre renewed, on or before the expiration of the initial primary term or, if drilling or reworking operations are being conducted on the leased premises or land pooled therewith on the expiration date of the initial primary term and such operations do not result in a commercial well and the well is plugged and abandoned, payment or tender may be made within thirty (30) days from the date on which the well is plugged and abandoned. Payment or tender of the renewal bonus may be made in the same manner and into the same depository provided for the payment of delay rental. If Lessor owns an interest in the leased minerals less than the full interest (whether or not Lessor's undivided interest is specified in this lease) the renewal bonus shall be reduced proportionately to accord with the interest actually owned by the Lessor. In the event the lease is renewed and extended in part only, Lessee shall promptly file for record an instrument in the county in which the land is situated, designating the acreage released and the acreage renewed and extended. The renewal bonus shall be in lieu of delay rental for the first year of the extended term.

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IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate as of the day and year first above written.

FIRST ALABAMA BANK OF BIRMINGHAM,
as CO-TRUSTEE

Alabama Bank of Birmingham executes the within instrument solely in its representative capacity named and expressly limits its liability under to the property now or hereafter held by it in such capacity.

B. L. Brown
Its VICE PRESIDENT AND
SENIOR TRUST OFFICER

TAX I.D. NO. [REDACTED]

ATLANTIC RICHFIELD COMPANY

Stuart Watson
Its Attorney in Fact 2nd

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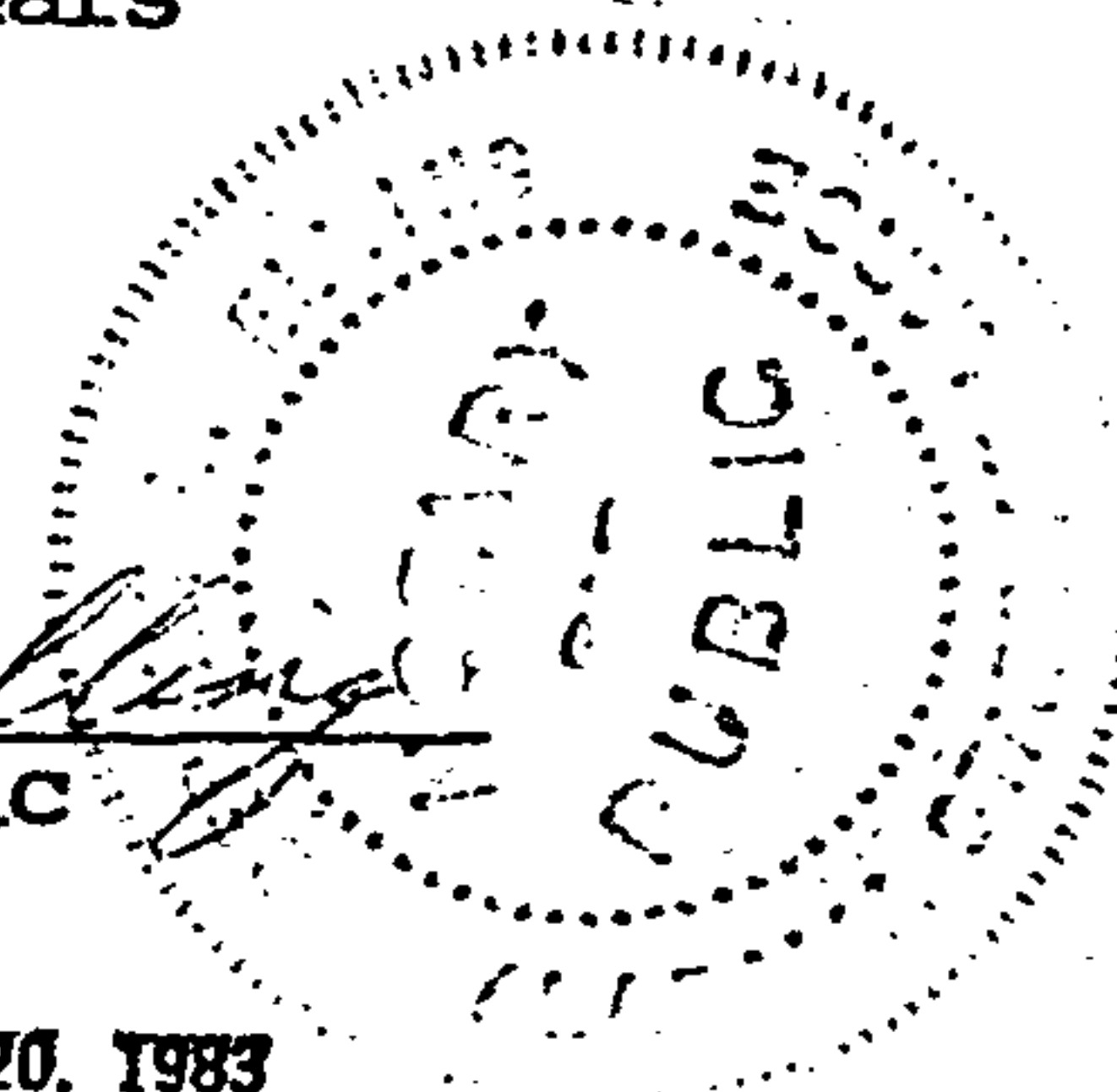
STATE OF ALABAMA
JEFFERSON COUNTY

I, Bertha L. Elling, A Notary Public in and for said County, in said State, hereby certify that B. L. BROWN whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance executed the same voluntarily with full authority on behalf of the First Alabama Bank of Birmingham acting in its capacity as Trustee as aforesaid on the day the same bears date.

Given under my hand and official seal this 18th day of September, 19 79.

Bertha L. Elling
Notary Public

MY COMMISSION EXPIRES JUNE 20, 1983



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in
said State, hereby certify that _____,
whose name as _____ of _____
_____ Company, a corporation, is signed to the
foregoing conveyance, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he, as
such officer and with full authority, executed the same voluntarily for
and as the act of said corporation.

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Given under my hand and official seal, this the _____ day of
_____, 1979.

Notary Public

Section 2, Township 18, Range 1E
80 acres.

N 1/2 of SW 1/4.

Section 19, Township 18, Range 1E
262 acres.

All of section south and east of easternmost ridge or mountain, old ridge road to be the dividing line.

Section 30, Township 18, Range 1E
95 acres.

That part of section described as follows:
Begin at intersection of old ridge road running along crest of Double Oak Mountain with west section line, thence south along section line 24 chains, more or less to old woods road, thence northeasterly along old woods road to north section line, thence west along section line 27 chains, more or less, to old ridge road running along crest of Double Oak Mountain, thence southwesterly along old ridge road to point of beginning.

Section 34, Township 18, Range 1E
360 acres.

SW 1/4 of NW 1/4, W 1/2 of SW 1/4, NE 1/4 of SW 1/4, SW 1/4 of SE 1/4, and N 1/2 of N 1/2.

Section 25, Township 18, Range 1W
80 acres

SE 1/2 of SE 1/4.

Section 35, Township 18, Range 1W
59.09 acres

Begin at SE corner of Section 35 and run West along the South line of said section 1950 feet, turn an angle to the right and run Northeastwardly in a straight line to the centerpoint of the East line of said Section 35, turn an angle to the right and run South along said East section line to the point of beginning.

Section 36, Township 18, Range 1W
440 acres

NE 1/4, SW 1/4, NW 1/4 of SE 1/4,
SE 1/2 of NW 1/4.

Section 1, Township 19, Range 1W
280 acres.

SW 1/4 of NE 1/4, NW 1/4, and N 1/2 of SW 1/4.

Section 2, Township 19, Range 1W
320 acres.

SE Diagonal 1/2 of Section

Section 10, Township 19, Range 1W
160 acres.

SE Diagonal 1/2 of E 1/2

Section 11, Township 19, Range 1W
280 acres.

NW 1/4 of NE 1/4, NW 1/4,
NW 1/4 of SW 1/4, SE 1/4 of SE 1/4,

Section 15, Township 19, Range 1W
80 acres

NW 1/4 of NE 1/4,
and SE 1/4 of SE 1/4.

Section 22, Township 19, Range 1W
220 acres

E 1/2 of NE 1/4, SW 1/4 of NE 1/4,
E 1/2 of SW 1/4 of SW 1/4, and N 1/2 of SE 1/4.

Section 19, Township 20, Range 2W
160 acres

E 1/2 of NE 1/4, SW 1/4 of NE 1/4 and SE 1/4 of NW 1/4.

Section 20, Township 20, Range 2W
120 acres.

E 1/2 of SE 1/4 and SW 1/4 of SE 1/4.

Section 21, Township 20, Range 2W
360 acres.

N 1/2 of NE 1/4, SW 1/4 of NE 1/4, SW 1/4 and W 1/2 of SE 1/4.

Section 29, Township 20, Range 2W
480 acres.

E 1/2 of Section, SE 1/4 of NW 1/4, E 1/2 of SW 1/4 and SW 1/4 of SW 1/4.

Section 13, Township 19S, Range 1W
40 acres.

NW 1/4 of NW 1/4.

Section 13, Township 19S, Range 1W
5 acres.

Part of SW 1/4 of NW 1/4 described as follows: Begin at the NE corner of the SW 1/4 of NW 1/4, Section 13, T19S, R1W, and run West along the North line of said quarter-quarter section 980 feet, more or less, to a point 10 feet Southeast of the easterly most crest of Double Mountain for the point of beginning of the property herein described: from said point of beginning continue West along said North line to the Northwest corner of said quarter-quarter section, turn an angle to the left and run South along the West line of said quarter-quarter section to a point 10 feet, more or less, Southeast of said crest, turn an angle to the left and run in a Northeastwardly direction parallel to said crest and 10 feet Southeast thereof to the point of beginning.

Section 14, Township 19S, Range 1W
320 acres.

SW 1/4, N 1/2 of NE 1/4, SW 1/4 of
NE 1/4, NW 1/4 of SE 1/4.

Section 14, Township 19S, Range 1W
25 acres.

Part of SW 1/4 of SE 1/4 described as follows:

Beginning at the SE corner of SW 1/4 of SE 1/4, Section 14, T19S, R1W, run North along the East line of said quarter-quarter section 1143 feet to the point of beginning of the property herein described: continue North along said East line to the Northeast corner of said quarter-quarter section, turn an angle to the left and run West along the North line of said quarter-quarter section to the Northwest corner thereof, turn left and run South along the West line of said quarter-quarter section to a point 1143 feet North of the Southwest corner of said quarter-quarter section, turn an angle to the left and run in a straight line Northeastwardly to the point of beginning.

Section 14, Township 19S, Range 1W
30 acres.

Part of NE 1/4 of SE 1/4 and part of SE 1/4 of NE 1/4 described as follows:

Beginning at the SW corner of NE 1/4 of SE 1/4, Section 14, T19S, R1W, and run North along the West line of said quarter-quarter section 900 feet, more or less to a point 10 feet Southeast of the Easterly most crest of Double Mountain for the point of beginning of the property herein described: turn an angle to the right and run Northeastwardly parallel to said crest and 10 feet Southeast thereof to a point on the East line of the SE 1/4 of NE 1/4 which point is 10 feet Southeast of the Easterly most crest of Double Mountain, turn an angle to the left and run North along the East line of said SE 1/4 of NE 1/4 to the NE corner of said quarter-quarter section, turn an angle to the left and run West along the North line of said quarter-quarter section to the Northwest corner thereof, turn left and run South along the West line of said quarter-quarter section to the Southwest corner of said quarter-quarter section, continue South along the West line of the NE 1/4 of SE 1/4 to the point of beginning.

All in Shelby County, Alabama

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STATE OF TEXAS)
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said County
in said State, hereby certify that Stuart Watson,
whose name as Attorney-in-Fact of Atlantic Richfield Company,
a corporation, is signed to the foregoing conveyance, and who is known
to me, acknowledged before me on this day that, being informed of the
contents of the conveyance, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11th day of
October, 1979.

My Commission Expires:
3/31/80

Phyllis L. Dickey PHYLLIS L. DICKEY
Notary Public in and for
Dallas County, Texas

19800114000005690 Pg 20/20 .00
Shelby Cnty Judge of Probate,AL
01/14/1980 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1980 JAN 14 PM 1:57

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Deed 25.50
Mineral 212.80
Rec. 30.00
Ind. 1.00
269.30