Alabama

325

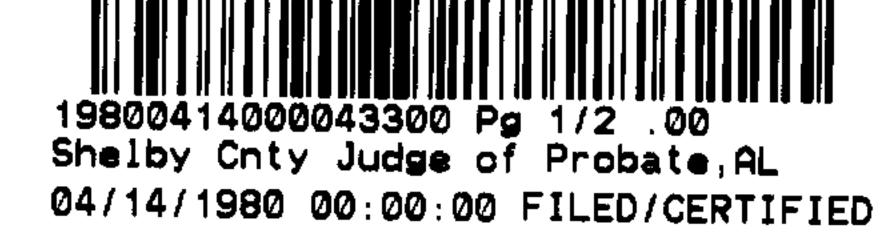
B00K

Producers 88-E9803 (Revised 9/1/73) With Pooling Provision.

Hederman Bros., Jackson, Miss.

•	OIL, GAS A	ND MINER	AL LEASE	461	
THIS AGREEMENT made this	20th	day of	March		19.80 between
	Nannie Le	e Wyatt,	a widow		·
Lessor (whether one or more) whose addressed AMOCO Production 1. Lessor in consideration of Ten (s. 10.00 & OVC), in hand pair exclusively unto Lessee for the purpose of	Company, P.O. and no/100 De	. Box 508	79, New Orlands other value	leans, La. Luable cons	70150witnesseth: iderations
exclusively unto Lessee for the purpose of pipe lines, building roads, tanks, power stappoducts, and housing its employees, the fol	tions, telephone lines and	other structures the	ereon to produce, sav	e, take care of, treat,	transport and own said
OWNSHIP 20 SOUTH, RAN	IGE 2 EAST:		į	•	
ection 8: E 1/2 of SE	1/4.				

.- 15 .



THIS LEASE DOES NOT COVER COAL, IRON ORE OR OTHER HARD ROCK MINERALS.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

the amount of any money payment hereunder, the lands herein described shall be treated as comprising 80.00 acres, whether there be more or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereaster as oil, gas or other mineral is produced from said land or lands with which said land is pooled bereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to be one-eighth (1/8) of the amount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations; and (d) on all other minerals mined and marketed, one-tenth (1/10) either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50c) per long ton. In the event that any well on the land or on property pooled therewith (or with any part thereof) is capable of producing oil or gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments (herein sometimes referred to as shut in gas payments) as hereinafter provided in paragraph 6. Should such conditions occur or exist at the end of or after the primary term, or within sixty (60) days prior to the expiration thereof, Lessec's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expitation date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date, and if such payments are made, it will be considered that oil. or gas or gaseous substance is being produced within the meaning of paragraph 2 hereof. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and one erate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized ? authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from; said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit; shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this loase or not. In lieu of the royalties-elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion we the royalty clipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so, pooled in the particular,

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one, year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor.

in First Bank of Childersburg

(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable bereunder regardless of changes in ownership of said land or the rentals) the sum of Eighty and no/100----

twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental. Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and there-

after the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. 6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cessution of production. If at any time subsequent to sixty (60) days prior to the heginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled 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, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith. Lessee agrees to

drill such effset wells as a reasonably prudent operator wer'd drill under the same or similar circumstances. 7. Larger shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing, When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lesson's consent. Lessee shall be responsible for all damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights berein granted.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such tentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his pertion of the rentals becominder shall maintain this leave as to such participant. In event of assistancept of this leave as to a segmented portion of viid hard, the reactals payable herecoder shall be appertionable as between the several leasonable owners ratally according to the south e area of each, and deligable to result by one that not affect the rights of other waterfold owners become to six or more parties become problem to track hereunder, become projectible of primers the of university that the burnels are the horizon of the borness that he because the borness of the bor

9. The breach by Lessee of any obligation hereunder shall not work a forfeitur or in part save as herein expressly provided. If the obligation should require receipt of written notices by Lessee from Lessor specifically stating the breach alle well or wells; and the only penalty for failure so to do shall be the termination of producing oil or gas, to be selected by Lessee so that each forty (40) acre tract in paying quantities on said premises, Lessee shall reasonably develop the acrea; be required to drill more than one well per forty (40) acres of the area retaquantities. 10. Lessor hereby warrants and agrees to defend the title to said land an lien upon said land, either in whole or in part, and in event Lessee does so rectall and royalties accurate hereunder toward and fine event lessee does so rectall and royalties accurate hereunder toward and fine event lessee does so rectall and tractally. Failure of Lessee to reduce rental paid hereunde covered by this lease (whether or not owned by lessor) shall be paid out of the roward of the state law or any order, rule or regulation of governme thereon or from producing oil or gas therefrom by reason of scarcity of or inab majeure, or any Federal or state law or any order, rule or regulation of governme covenant shall be suspended, and Lessee shall not be liable in damages for failu Lessee is prevented by any such cause from conducting drilling or reworking op time while Lessee is so prevented shall not be counted against Lessee, anything in 12. The undersigned Lessor, for himself and his heirs, successors and assig herein described, in so far as said rights of homestead may in any way affethat the annual drilling deferment rental payments made to Lessor as herein presented to the annual drilling deferment rental payments made to Lessor as herein presented to the state annual drilling deferment rental payments made to Lessor as herein presented to the state annual drilling deferment rental payments made to Lessor as herein presented to the state of the state of	eged by Lessor within which to begin operations for the drilling of this lease save as to forty (40) acres for each well being we take this lease save as to forty (40) acres for each well being we take the discovery of oil, gas or of the will embrace one such well. After the discovery of oil, gas or of the general hereunder, but in discharging this obligation it shall ained hereunder and capable of producing oil, gas or other meters of agrees that Lessee at its option may discharge any tax, most and agrees that Lessee at its option may discharge any tax, most and agrees that Lessee at its option may discharge any tax, most an airment of Lessee's rights under the warrant in example the sample estate, then the royalties and rentals to be partitively as a simple estate, then the royalties and rentals to be partitively all the sample to obtain or to use equipment or material, or by operational authority, then while so prevented, Lessee's obligation to compare to comply therewith; and this lease shall be extended while an operations on or from producing oil or gas from the leased premise this lease to the contrary notwithstanding, thereby surrenders and releases all rights of homestead in the cert the nurrous for which this lease.	of any such orked on or other mineral in no event al in paying age or other e and apply of the sor shall be yalty interest on of force by with such d so long as ses; and the the premises
In WITNESS WHEREOF, this instrument is signed, scaled and delivered on WITNESS:	the date first above written Mannue Hull Myate Ma	
CTITE OF MILE SHELEY CO.	Nannie Lee Wyatt	(SEAL)
STATE OF MARCHELEY CO. STATE	Soc. Sec.	AL)
250 100 11 PH 3: 33 - Smen	ual 4.00	(SEAL)
1300 Million Augusta	0.00	(SEAL)
JUDGE OF PROBATE	1/ DD	SOT. (SEAL)
STATE OF Alabama		
COUNTY OF SE. CLAIR		
i. Konald W. Hensler	a Notary Public in and for said County, in said State, hereb	e certify that
Nannie Lee Wyatt, a w		
who is known to me, acknowledged before me on this day, that, be		
Given under my hand and Official Seal, this 20th day of	St. Clair Alabama CKNOWLEDGMENT 19800414000043300 Pg 2/2 00	County,
COUNTY OF	Shelby Cnty Judge of Probate, 04/14/1980 00:00:00 FILED/CER	AL
I,		-
on the day of, 19,		
+8++ 888-+8 t +8= +		. touching her
signature to the within instrument, acknowledged that she signed the same of her of her husband.	r own free will and accord, and without fear, constraints or threats	s on the part
Given under my hand and Official Seal, this	, A. D. 19	
	Notary Public in and for	P## + **********************************
	**************************************	County,
No. No. Thom Thom To. To. To. To. Thom To. To. Thom To. Thom To. Thom Thom	This instrument was filed for record on the of the o'clock Of	When recorded return to