

## OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this Seventeenth (17th) day of October, 1961, between  
Gale W. Parsons and  
Connie E. Parsons, His Wife

Route 2, Box 1618, Alabaster, Alabama 35007  
Lessor (whether one or more) whose address is \_\_\_\_\_  
and \_\_\_\_\_ Amoco Production Company, Box 50879, New Orleans, La. 70150 \_\_\_\_\_ Lessor WINSSTETH  
Three Hundred and Thirty Seven and 80/100----- dollar

1. Lessor in consideration of Three hundred and thirty dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of \$37.80, investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Shelby County, Alabama, to wit:

Tract 1. West 439 feet of the Northeast  $\frac{1}{4}$  of Northwest  $\frac{1}{4}$  of Section 10,  
Township 20 South, Range 2 West

Tract 2. Begin at the Southwest corner of the SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 10,  
Township 20 South, Range 2 West and run Easterly along the South line of  
said  $\frac{1}{4}-\frac{1}{4}$  section 949.33 feet; thence turn an angle of 90 degrees 27 minutes  
to the right and run 240.85 feet; thence turn an angle of 126 deg. 29 min.  
30 sec. to the left and run 104.69 feet; thence turn an angle of 55 deg.  
53 min. to the left and 202.93 feet; thence turn an angle of 73 deg. 41 min.  
30 sec. to the left and run 38.8 feet; thence turn an angle of 32 deg. 50 min.  
22 sec. to the right and run 78.68 feet; thence turn an angle of 26 deg.  
29 min. 15 sec. to the right and run 78.49 feet; thence turn an angle of 87  
deg. 48 min. 31 sec. to the left and run 270.57 feet; thence turn an angle  
of 40 deg. 27 min. 04 sec. to the right and run 64.35 feet; thence turn an  
angle of 88 deg. 51 min. 22 sec. to the right and run 61.80 feet; thence  
turn an angle of 45 deg. 05 min. 09 sec to the left and run 103.87 feet;  
thence turn an angle of 94 degrees 01 min. 00 sec. to the right and run  
157.50 feet; thence turn an angle of 108 deg. 35 min. 05 sec. to the left  
and run 1253.91 feet to the Northwest corner of said  $\frac{1}{4}-\frac{1}{4}$  section. Thence  
South along the West line of said  $\frac{1}{4}-\frac{1}{4}$  section a distance of 1,316.70 to  
the point of beginning.

SEE ADDENDUM,  
Attached

Attached

It is the intention of Lesser and Law  
to file a motion to strike the law.

of the land particularly described above. For the purpose of determining the amount of any money payment hereunder, the lands herein shall be treated as comprising 29.02 acres.

whether there be more or less, and in the event of a partial assignment of surrender hereunder, the assigned or surrendered portion or portions shall be deemed to consist in whole or in part of the assignment or surrender.

or lands with which said land is pooled herunder.

before such anniversary date lessee shall pay or tender to Lessor or to the credit of Lessor in The First Bank, Bank at Alabaster, Al. 35 before such anniversary date lessee shall pay or tender to Lessor or to the credit of Lessor in The First Bank, Bank at Alabaster, Al. 35

Twenty Nine and 02/100-----

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 cessation of production. If at any time subsequent to sixty (60) days prior to the beginning 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 offset wells as a reasonable quantity.

7. Lessor shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessor on said land, including the right to draw and remove all casing. When required by Lessor, Lessor 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 Lessor's consent. Lessor may enter upon the premises at any time for any purpose, and may do so in such manner as he sees fit.

shall be responsible for all damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted.

b. The rights of either party hereunder may be assigned in whole or in part, and the provisions herein shall extend to their heirs, successors and assigns, but no change of division in ownership of the land or rentals, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessor; and no change of division in such ownership shall be binding on Lessor until thirty (30) days after Lessor shall have been furnished by registered U. S. mail at Lessor's principal place of business with a certified copy of recordable instrument or instruments evidencing same. In the event of assignment hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessor 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 Lessor 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, Lessor may pay or tender said rental jointly to such persons or to their joint credit in the depository bank named herein, or, at Lessor'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 so tendered to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several household owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other household owner hereunder. If six or more parties become entitled to royalty hereunder, Lessor may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating all intent to receive payment for all.

to receive payment for all  
the work done

9. The breach by Lessor of any obligation hereinunder shall not work a forfeiture or termination of this lease nor be cause for cancellation hereof in whole or in part save as herein expressly provided. If the begin operations for the drilling of any such well or wells, Lessor shall have ninety (90) days after the receipt of written notices by Lessee from Lessor specifically stating the breach alleged by Lessor within which to cause to be selected by Lessee so that each forty (40) acre tract will embrace one such well. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the other mineral in paying quantities.

16. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessor to reduce rental paid hereunder shall not impair the right of Lessor to reduce royalties. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, or any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee anything in this lease to the contrary notwithstanding.

12. The undersigned Lessor, for himself and his heirs, successors and assigns, hereby surrenders and releases all rights of homestead in the premises herein described, in so far as said rights of homestead may in any way affect the purpose for which this lease is made as recited herein, and agrees that the annual drilling deferment rental payments made to Lessor as herein provided will fully protect this lease as to the full interests of the undersigned.

13. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessor, for a period of fifteen days after receipt of the All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessor shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor(s) along with Lessee's draft promptly execute said lease and return same along with the endorsed draft to Lessor's representative or through Lessor's bank of record for payment.

In WITNESS WHEREOF, this instrument is signed, sealed and delivered on the date first above written.

**WITNESS.**

Baker, Parsons \_\_\_\_\_ (SEAL)  
Gale W. Parsons [REDACTED] \_\_\_\_\_ (SEAL)  
Connie E. Parsons \_\_\_\_\_ (SEAL)  
Connie E. Parsons \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

STATE OF Alabama }  
COUNTY OF Shelby }  
L. Max E. White

Gale W. Parsons and Connie E. Parsons

, a Notary Public in and for said County, in said State, hereby certify that

known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, t he, y executed the same voluntarily on the day the same bears date.

12th

December

81

A. D. 19

Notar

Jefferson  
Alabama at Large

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STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

, a Notary Public in and for said County, in said State, do hereby certify that  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

<sup>1</sup>Other instruments relevant to the present argument are discussed by H. G. Kippenberg, *Die Rechtsprechung des Reichsgerichts* (1907), pp. 112-113.

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Oil, Gas and Mineral Lease

ADDENDUM:

This Lease does not cover nor include Coal, Iron Ore, or other Hard Rock Minerals mined by open pit or shaft methods.

Lessee its heirs and assigns will negotiate with Lessors locations for access roads and equipment storage sites. It is understood that permission will not be unreasonably withheld. It is further understood that if Lessors driveways and access roads are used by Lessee for access to working areas, Lessee its heirs or assigns will maintain them in a manner to make them satisfactory for Lessor's automobile traffic during the period of operation.

It is understood and agreed that Lessee will not use abandoned wells for storage of natural gas without the written permission of the lessor.

BOOK 337 PAGE 425

STATE OF ILLINOIS  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 JAN 22 AM 10:27

*John A. Hunter, Jr.*  
JUDGE OF PROBATE  
Deed 1.00  
Mineral 1.45  
Rec. 15.00  
Ind. 1.00  
18.45