

**Lease Records Scan Request
Cover Sheet**

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57636000

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Document Information

Scan requested by: NANCY.ELLIS
Document Number: 49198
Document Type: Original
Document Date: 04/23/1934
Document Description: OIL, GAS AND MINERAL LEASE
Document Path: \00163\00049198.TIF
Remarks:

Agreement Information

Agreement Number: 57636000
Agreement Name: NORA MAE REICHARDT ET VIR

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 29th day of April, A.D. 1934 between
NORA MAE REICHARDT joined by her husband, A. W. REICHARDT

Lessor (whether one or more), and
 Lessee, WITNESSETH:

1. Lessor in consideration of TEN and No/100ths Dollars
 (\$10.00), 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 investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building 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 Brazoria County, Texas, to-wit:

All those certain tracts or parcels of land, being lots Nos. Forty-Four (44) and fifty-two (52) of the recorded subdivision of Section 20, U. T. & B. R.R. Co. Survey, Abstract #202, Brazoria County, Texas, containing 10.7 acres, more or less, situated about five (5) miles North of Alvin, Texas, on the Alvin-Pearland Road, and being the same lands on which lessors now reside; said land was deeded to Nora Mae Reichardt early in the year 1930, by deed duly recorded in deed records of Brazoria County, Texas, to which reference is here made for further identification.

It is the intention that this lease shall also include all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys.

2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line 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; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$50.00 per well per year, and upon such payment it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (50c) per long ton. 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 the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. If operations for drilling are not commenced on said land 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

Alvin State Bank at Alvin Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of SEVENTY-SIX and 80/100ths Dollars

(\$76.80), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of 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 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 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 thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. In this connection the above described premises shall be treated as comprising 10.7 acres, whether there be more or less.

5. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or re-working operations or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production. If at the expiration of the primary term oil, gas or other mineral is not being produced on said land but Lessee is then engaged in drilling or re-working operations thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than thirty (30) 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. 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, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

6. Lessee 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 Lessor's consent.

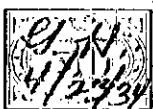
7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, successors and assigns, but no change or divisions in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No sale or assignment by Lessor shall be binding on Lessee until Lessee shall be furnished with a certified copy of recorded instrument evidencing same. 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 leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part save as herein expressly provided. If the obligation for reasonable development should require the drilling of a well or wells, Lessee shall have ninety (90) days after ultimate judicial ascertainment of the existence of such obligation within which to begin the drilling of a well; and the only penalty for failure to do so shall be the termination of this lease save as to ten (10) acres for each well being worked on and/or producing oil or gas to be selected by Lessee so that each 10-acre tract will embrace one such well.

9. 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 and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty 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.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:



Nora Mae Reichardt
A. W. Reichardt

Lessor

Lessee

By

Agent

14777

THE STATE OF TEXAS

County of.....

Before me, the undersigned authority, on this day personally appeared.....

known to me to be the identical person..... whose name..... are/is subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the..... day of..... A. D., 193.....

Notary Public in and for..... County, Texas

THE STATE OF TEXAS

County of Brazoria

Before me, the undersigned authority, on this day personally appeared A. H. Reichardt

and wife Horn Mae Reichardt, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

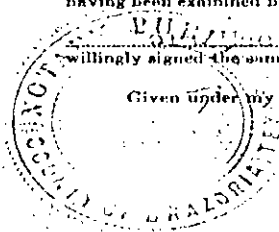
And the said Horn Mae Reichardt, wife of A. H. Reichardt

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said.....

Horn Mae Reichardt, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 23rd day of April, A. D., 1934.

Notary Public in and for Brazoria County, Texas



Fred Munch

Oil, Gas and Mineral Lease	
FROM	TO
FILED FOR RECORD APR 25 1934	
Dated <u>April 23 1934</u>	County, Texas <u>Brazoria</u>
By <u>A. H. Reichardt</u>	Term <u>5</u>
This instrument was filed for record on the <u>23rd</u> day of <u>April</u> , 193 <u>4</u> at <u>10</u> o'clock <u>P.</u> M., and duly recorded in Book <u>13-227</u> Page <u>617</u> of the <u>13-227</u> records of this office.	
By <u>A. H. Reichardt</u>	County Clerk, Deputy <u>P. 617</u>
When recorded return to <u>PROOF READ</u>	

May 24 1934 617 5 1:45 P.
Seal
Emmal Kennedy
17B