

FILE NO. 6241

THE STATE OF TEXAS,
COUNTY OF BROOKS

KNOW ALL MEN BY THESE PRESENTS: That

We, J. C. McGill and wife, Alice A. McGill, H. P. McGill, Jr. and wife, Esther McGill, all of Jim Wells County, Texas, herein referred to as Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to us cash in hand paid by Humble Oil & Refining Company, herein styled Grantee, receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Humble Oil & Refining Company, a private corporation, for the term, under the conditions and subject to the reservations hereinafter contained, the following described tract of land located in Brooks County, Texas, viz.:

A portion of the McGill Bros. Ranch in LaBlanca Grant, A-459, Brooks County, Texas, being the site of an old caliche pit and described by metes and bounds as follows:

BEGINNING at the northwest corner of the herein described tract, said corner being in the south fence line of State Highway F.M. 775 and bearing North $25^{\circ} 49'$ East 1277.7 ft. from the southeast corner of the A.M.K. Bass lands, same being an inner corner on the west line of the McGill Bros. Ranch;

THENCE South $3^{\circ} 56'$ West 823.9 ft. to a stake for corner;

THENCE South $63^{\circ} 08'$ East 430.0 ft. to a stake for corner;

THENCE North $8^{\circ} 50'$ East 1020.0 ft. to the northeast corner of the herein described tract in the south line of State Highway F.M. 775 as fenced;

THENCE in a westerly direction along the south line of State Highway F.M. 775 as fenced, as follows:

North $88^{\circ} 28'$ West 379.0 ft;

South $89^{\circ} 11'$ West 104.1 ft. to the place of beginning and containing 9.37 acres of land more or less.

TO HAVE AND TO HOLD the above described land and premises unto Humble Oil & Refining Company, its successors and assigns, subject to the following conditions:

- (1) All of the oil, gas and other minerals in, under and that may be produced from said land are excepted from this conveyance and reserved unto Grantors, their heirs or assigns, subject, however, to the existing oil, gas and mineral lease owned by Grantee and covering the above described land;

BOOK 33 PG 505

(2) The above described land shall be used for the purpose of storing and disposing of purge water from the gasoline plant now owned and operated by Grantee near said land;

(3) Grantee shall use said land in such way and manner that no property, real or personal, owned by Grantors under or in the vicinity thereof shall be damaged, injured or destroyed thereby or as a result thereof;

(4) In the event the purge water run into, stored or disposed of on the above described land, or the use of such water or land, shall damage, harm, injure or adversely affect in any way or manner whatsoever -

(a) any land in the vicinity of above described land or any property on the land in the vicinity thereof; or

(b) any oil, gas or other mineral in or under the above described land or in or under any land in the vicinity thereof; or

(c) the water or any strata or any stream of water in or under the above described land or in or under any land in the vicinity thereof, then

Grantors, their heirs, assigns, executors and administrators shall have the option and right to terminate this conveyance and all rights conveyed hereunder by delivering written notice thereof to Grantee, which shall be given by sending a copy of such notice to the Grantee, at Houston, Texas, by registered United States mail and by posting a copy thereof at some conspicuous place on the above described land, and such termination shall become effective thirty (30) days after date of the mailing and posting of such notice;

(5) Grantee, its successors and assigns, shall adequately enclose and so maintain the above described property so that no person shall be able to get on or into said land, except employees of Grantee duly authorized to perform services in connection with the running, storing and disposal of purge water on said land;

(6) Grantee, its successors and assigns, shall also keep the above described land fenced by a good and substantial fence, capable of turning and keeping cattle and other livestock there-

from, and shall maintain such fence, including any gates placed therein, in good repair at all times;

(7) This grant and conveyance shall be for so long a period of time hereafter as Grantee, subject to the terms and conditions hereof, shall use the above described land for the purpose of storing and disposing of purge water from its aforesaid gasoline plant, at which time this grant and all rights hereunder shall terminate and revert to Grantors;

(8) Within one year after or at any time prior to the termination or expiration of the term of this grant, Grantee, its successors or assigns, shall have the right to remove any equipment and all machinery and property placed by Grantee, its successors or assigns, upon the above described land;

(9) Within one year after the expiration of the term of this grant, by whatever means such termination shall be brought about, Grantee, its successors or assigns, if requested by Grantors, their heirs or assigns, shall remove from the above described land all equipment, machinery and property placed by Grantee, its successors or assigns, on the above described land, and shall level off said land and return it to the same condition it is now in as nearly as practicable;

(10) Grantee binds and obligates itself, its successors or assigns, to pay to Grantors, at Alice, in Jim Wells County, Texas, all damages resulting to Grantors from injury to persons or property, or death of persons, due to the acts and omissions, either or both, of Grantee in running, storing or disposing of purge water on the above described land;

(11) Grantee, its successors or assigns, shall never have (a) any hunting rights to or on said land, (b) the right to take any firearms thereon, or (c) the right to take, place or maintain any cattle or other livestock thereon; and

(12) This conveyance is subject to all oil, gas and mineral leases now outstanding on said land.

EXECUTED IN DUPLICATE this 24th day of August, 1949,
a copy of which shall constitute an original.

J. C. McGill
J. C. McGill

Alice A. McGill
Alice A. McGill

H. F. McGill, Jr.
H. F. McGill, Jr.

Esther McGill
Esther McGill

GRANTORS

Humble Oil & Refining Company

By: Daniel T. ...
Its Vice-President

For a ...
MEP



The Secretary
ASS'T

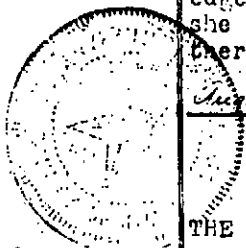
GRANTEE

THE STATE OF TEXAS, |
COUNTY OF JIM WELLS. |

BEFORE ME, the undersigned authority, on this day personally appeared J. C. McGill and wife, Alice A. McGill, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Alice A. McGill, wife of the said J. C. McGill, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Alice A. McGill, acknowledged such instrument to be her act and deed, and she 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 24 day of August, 1949.

John H. Lipp
Notary Public in and for
Jim Wells County, Texas

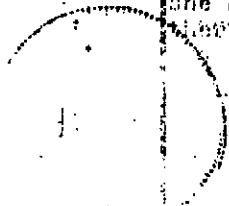


THE STATE OF TEXAS, |
COUNTY OF JIM WELLS. |

BEFORE ME, the undersigned authority, on this day personally appeared H. F. McGill, Jr. and wife, Esther McGill, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Esther McGill, wife of the said H. F. McGill, Jr., having been examined by me privily and apart from her husband, and having had the same fully explained to her, she, the said Esther McGill, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

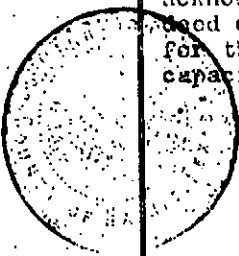
GIVEN under my hand and seal of office this 24 day of August, 1949.

John H. Lipp
Notary Public in and for
Jim Wells County, Texas



THE STATE OF TEXAS, |
COUNTY OF Harris |

BEFORE ME, the undersigned authority, on this day personally appeared David Frame and P. P. Forest known to me to be the persons whose names are subscribed to the foregoing instrument, as Vice-President and Asst Secretary, respectively of the Humble Oil & Refining Company, a private corporation, and acknowledged to me that they each executed the same as the act and deed of the Humble Oil & Refining Company, a private corporation, for the purposes and consideration therein expressed and in the capacities therein set forth.

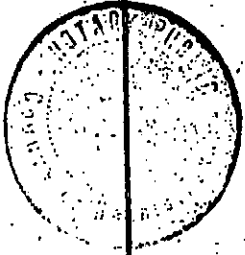


J. M. Bush J. M. Bush
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared David Frame known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of HUMBLE OIL & REFINING COMPANY and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Humble Oil & Refining Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of September, A. D., 1949.



J. M. Bush J. M. Bush
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS }
COUNTY OF BROOKS }

I, CALIXTO MORA, Clerk of the County Court in and for said county, do hereby certify that the foregoing Instrument dated the 24th day of August 1949, with its certificate of authentication, was filed for record in my office the 16th day of September 1949 at 9:35 o'clock A. M. and duly recorded the 19th day of September 1949 at 8:30 o'clock A. M. in Deed Records of said county in Volume 33 on pages 505-509.

Witness my hand and seal of the County Court of said county at office in Palfurrias, Texas, the day and year last above written.
(L.S.)
By _____ Deputy Calixto Mora
Clerk, County Court, Brooks County, Texas