

10-13-529 491  
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FILE NO. 5153

THE STATE OF TEXAS, )  
COUNTY OF BROOKS. ) FEE PURCHASE  
KNOW ALL MEN BY THESE PRESENTS: That

We, J. C. McGill and wife, Alice A. McGill, H. F. McGill, Jr. and wife, Esther McGill, and Scott McGill and wife, Estelle G. 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.:

18.365 acres of land out of La Blanca Grant, originally awarded to Ygnacio Rivas, Abstract 459, in McGill Bros. 30,983.9-acre tract of land described by metes and bounds thus:

Beginning at a point for southwest corner of said 18.365 acres of land, said beginning point being 150 feet east of Humble Oil & Refining Company--McGill Bros. well No. 11 and N. 0 deg. 36' E. 2332 feet and S. 89 deg. 50' E. 616 feet from the southeast corner of the Kelsey Bass Ranch, located in the San Rafael Grant, Ygnacio Rivas, Abstract 262, Jim Hogg County, Texas;

Thence N. 0 deg. 36' E. parallel to the west line of said McGill Bros. tract, at 933 feet pass Humble Oil & Refining Company--McGill Bros. well No. 8, said well being west 150 feet from the west line of the herein described 18.365-acre tract, and continuing on a total distance of 1000 feet to the northwest corner of the herein described tract;

Thence S. 89 deg. 24' E. 800 feet to the northeast corner of the herein described tract;

Thence S. 0 deg. 36' W. 1000 feet to the southeast corner of the herein described tract;

Thence N. 89 deg. 24' W. 800 feet to the place of beginning, said tract thus described containing 18.365 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;

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subject, however, to the existing oil, gas and mineral lease owned by Grantee and covering the above described land;

(2) The land may be used for any one or more of the purposes hereinafter enumerated, to-wit:

(a) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a pressure maintenance plant and repressuring plant, or either of them, for returning gas, residue gas, or fluid to a reservoir or reservoirs or for injecting gas, residue gas, or fluid into a reservoir or reservoirs.

(b) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a processing plant to extract or separate from gas one or more of its component constituents and for fractionating such constituents after their extraction, blending same with chemicals or other substances and for handling, compressing, boosting, dehydrating, selling and delivering the residue gas or for any of said purposes.

(c) For the purpose of erecting, building, repairing, rebuilding, replacing, maintaining and operating thereon a cycling plant for the cycling of gas.

(d) For marketing gas, residue gas or extracted products and for storing such products.

(e) For any purpose or purposes reasonably necessary or incident to the foregoing enumerated purposes.

(3) Grantee shall also have the right to construct, maintain and operate telephone, telegraph and power lines, together with the necessary poles, guy wires and anchors over the above described land and over the road provided for in subdivision (10) hereof;

(4) Grantee, its successors and assigns, shall keep the above described land fenced by a good and substantial fence, capable of turning and keeping cattle and other livestock therefrom, and shall maintain such fence, including any gates placed therein, in good repair at all times;

(5) This grant and conveyance shall be for a period of eighty (80) years from and after this date; provided, however, that if Grantee, its successors or assigns, should, prior to the expiration of said period of eighty (80) years, cease to operate and abandon the plants mentioned in Subdivision (2) hereof, this grant and all rights hereunder shall terminate;

(6) 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 the plants, equipment and all machinery and property placed by Grantee, its successors or assigns, upon the above described land;

(7) 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 the plants, 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;

(8) Grantee shall have and is hereby given the right to drill a water well or water wells on the above described land for the purpose of taking and producing therefrom water that may be required by Grantee, its successors or assigns, in the erection, building, repair, rebuilding, replacing, maintenance and operation of said plants, but for no other purpose;

(9) 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 negligent acts and omissions, either or both, of Grantee in erecting, building, repairing, rebuilding, replacing, maintaining and operating the aforesaid plants on said land and in removing therefrom its equipment, machinery and other property placed on said land, and in building, maintaining, operating, repairing and removing its telephone, telegraph and power lines therefrom;

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(10) Grantee, its successors or assigns, shall have and are hereby given a right-of-way for ingress and egress to and from the above described land over a road leading from said land to the road or highway, now known as and designated State Farm to Market Road No. \_\_\_\_, in Brooks County, Texas, the right-of-way from the above described land to said road shall not exceed 100 feet in width, and such right-of-way shall be fenced by Grantee, its successors or assigns, with a good and substantial fence, if requested by Grantors;

(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 Sept. 8th, 1948, each 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  
Scott McGill  
Scott McGill  
Estelle G. McGill  
Estelle G. McGill

THE STATE OF TEXAS, )  
COUNTY OF Jim Wells )

Before me, the undersigned authority, on this day personally appeared J. C. McGill and Alice A. McGill, his wife, 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 had 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