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A G R E E M E N T

J. C. McGill et al.

And

Humble Pipe Line Co.

THIS AGREEMENT between J. C. McGill, H. F. McGill Jr. and Scott McGill, hereinafter called First Party and Humble Pipe Line Company, a Texas corporation, hereinafter called Second Party, Witnesseth:

First Party on the terms and conditions hereinafter stated, and for the consideration hereinafter expressed, does hereby lease, demise and let to Second Party, its successors or assigns, the following described land and premises situated in Brooks County, State of Texas, particularly described as follows, to-wit:

Beginning at the southeast corner of the "San Rafael" Ygnacio Rivas survey A-262, said corner lying in the west boundary line of the "La Blanca" Ignacio Rivas survey A-459, said point being also a reentrant corner of the J. C. McGill Jr. et al. ranch.

Thence N 1 deg. 29 min. West along West line of said Ignacio Rivas survey A-459, 3325 feet to a point. Thence N 88 deg. 31 min. East, 2465 feet to an iron pipe for the southwest corner and place of beginning of the 10 acre tract of land herein described.

Thence N 88 deg. 31 min. East, 226.5 feet. Thence N 1 deg. 29 min. West, 400 feet. Thence S 88 deg. 31 min. West, 476.5 feet. Thence N 1 deg. 29 min. West, 300 feet. Thence S 88 deg. 31 min. West, 350 feet. Thence S 1 deg. 29 min. East, 700 feet to the place of beginning, and containing 10 acres of land out of the J. C. McGill Jr. et al lands in "La Blanca" Ignacio Rivas survey A-459, and being a portion of Block 26, Allen Land & Improvement Company, Subdivision No. 2 of said survey in Brooks County, Texas.

It is expressly understood that neither second party nor any of the employees of second party shall ever have - (1) Any hunting rights to or on said land (2) The right to take any firearms on said land, or (3) The right to take, place or maintain any cattle or other livestock on said land.

It is agreed and understood by the parties hereto that this lease is made subject to any oil, gas and mineral conveyances or leases now outstanding on said land. Unless forfeited or terminated at an earlier date than is hereinafter provided for, this lease shall remain in full force and effect for five years from date, and as long thereafter as Second Party shall use and occupy the premises in connection with its pipe line activities. Second Party is hereby given the right and privilege of using and enjoying the premises affected hereby for all purposes necessary or convenient in the installation, maintenance and operation of its pipe line transportation system and housing and caring for its employees; including, but not by way of limitation, the erection, maintenance and use of pump stations, buildings, tanks, pipes, machinery and fixtures, and the erection, maintenance and use of all pipe, oil, water, gas, telegraph, telephone and power lines, and such other structures and improvements as may be serviceable in Second Party's business; and for each and all of the above purposes Second Party is hereby given rights of ingress and egress at all times. Second Party shall also have the right to drill water wells on the premises for use in connection with its operations. Upon forfeiture or termination of this lease from any cause whatsoever, Second Party shall have the right to remove all machinery, buildings, tanks, lines, property and fixtures, such removal to be accomplished within a reasonable time.

Second Party has this day paid First Party One Hundred and Twenty Dollars (\$120.00) as full consideration for this lease for the term stated above. Second Party is hereby given the right at its election to terminate this lease at any time by giving First Party written notice of its desire to do so, and paying First Party \$5.00. Under no cir-

