

ATTACHMENT AFFIDAVIT

STATE OF ALABAMA

7453

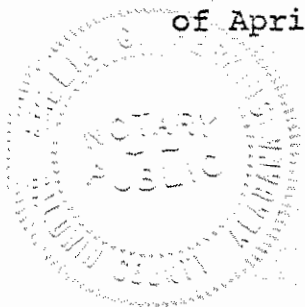
BALDWIN COUNTY

Before me, the undersigned authority, in and for said County, personally appeared, W. C. Waldrop, who being duly sworn on oath saith that Richard P. Baer, II, is justly indebted to W. C. Waldrop d/b/a W. C. Waldrop and Company in the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) which said amount is justly due after allowances and just set offs and discounts, and that the said Richard P. Baer, II, is a non resident of the State of Alabama, whose address is P.O. Box 109, Edenton, North Carolina and that this attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive; that this attachment is sued out against the undivided three-fourths interest of Richard P. Baer, II, to the lands as described in that certain oil, gas and mineral lease from Richard P. Baer, II, et al, to the Chevron Oil Company, a California Corporation, dated the 17th day of December, 1965 and recorded in the office of the Judge of Probate, Baldwin County, Alabama in Deed Book 351, pages 739-45. A copy of the said Lease, including a description of the lands owned by Richard P. Baer, II, is attached hereto and marked Exhibit "A".

W. C. Waldrop
W. C. Waldrop

Sworn to and subscribed before me this the 6th day of April, 1967.

Prudie B. Perkins
Notary Public,



FILED

APR 6 1967

CLERK REGISTER

W. C. WALDROP d/b/a W. C.
WALDROP AND COMPANY,

Plaintiff,

vs.

RICHARD P. BAER, II.

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

Personally appeared before me, the undersigned authority, Harry J. Wilters, Jr., who after first being duly sworn, deposes and says, that he is the Attorney of record for the above plaintiff; that he is informed and from this information believes that the Defendant, Richard P. Baer, II. is a non-resident of the State of Alabama, whose residence is, P. O. Box 109, Edenton, North Carolina; further affiant says that the Defendant is over the age of twenty-one years.

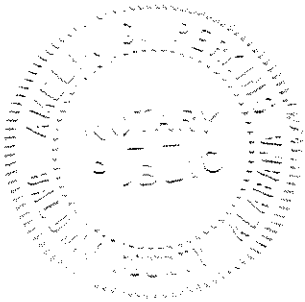
This 6th day of April, 1967.

Harry J. Wilters Jr.

Sworn to and subscribed before me this 6th day of

April, 1967.

Amelia G. Perkins
Notary Public,



Notice of Levy on Real Estate

W. C. Waldrop d/b/a W. C. Plaintiff,
Waldrop and Company

vs.

Baldwin County Circuit Court

Richard P. Baer II Defendant

To Harry D'Olive Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz:-----

An undivided three-fourths interest to the lands as described in that
certain oil, gas and mineral lease from Richard P. Baer, II, et al, to
the Chevron Oil Company, a California Corporation, dated the 17th day
of Dec., 1967 and recorded in Deed Book 351, pages 739-45 as is attached
hereto

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 18th day of April 1967

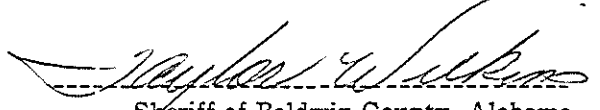

Sheriff of Baldwin County, Alabama

EXHIBIT "A"

LANDS IN BALDWIN COUNTY, ALABAMA

Township 4 South, Range 1 East

	No. of Acres
Section 2: (Fractional) All	421.15
Section 4: (Fractional) All of N-1/2, and all of SE-1/4	333.55
Section 10: (Fractional) All	448.48
Section 11: (Fractional) All of SW-1/4 of SW-1/4; all of N-1/2; and all of SE-1/4	268.00
Section 13: (Fractional) All lying between Minette Bay and the River	51.00
Section 14: (Fractional) All of SW-1/4, and all of S-1/2	189.76
Section 15: (Fractional) All	233.17
Section 22: (Fractional) All of N-1/2; and all of N-1/2 of S-1/2	182.41
Section 23: (Fractional) All of NE-1/4; and all of N-1/2 of SW-1/4	220.30
Section 24: (Fractional) All lying between Minette Bay and the River	140.20

Township 3 South, Range 1 West

Section 35: (Fractional) All lying between Grand Bay and Spanish River	25.50
Section 36: (Fractional) All of NE-1/4 lying East of Spanish River	2.57

Township 3 South, Range 1 East

Section 1: (Fractional) All lying West of Tensas River	604.50
Section 2: (Fractional) All lying South and East of Mobile River	602.46
Section 3: (Fractional) All lying South and East of Mobile River	455.60
Section 4: (Fractional) All lying South and East of Mobile River	223.00
Section 5: (Fractional) All lying South and East of Mobile River	.54
Section 6: (Fractional) All lying East of Mobile River	80.00
Section 9: (Fractional) All lying North and West of Chuckfey Bay, containing 142.25 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 8 acres, more or less	150.25
Section 10: (Fractional) All lying North and East of Chuckfey Bay, containing 204.25 acres, more or less; and all of fractional SW-1/4 lying on an island in Chuckfey Bay, containing 15.20 acres, more or less	365.55
Section 11: (Fractional) All lying West of Tensas River	632.00
Section 12: (Fractional) All lying North and West of Tensas River, containing 98.86 acres, more or less; and all lying on an island in Tensas River, containing 202.15 acres, more or less	379.01
Section 13: (Fractional) All lying on an island in Tensas River	452.00
Section 14: (Fractional) All lying West of Tensas River	560.68
Section 15: (Fractional) All lying East and South of Chuckfey Bay, containing 303.35 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 14.30 acres, more or less	317.70
Section 16: (Fractional) All lying South and West of Chuckfey Bay, containing 284.00 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 5.62 acres, more or less; less and except, however, 3.00 acres deeded to Frank C. Horden by Laurens, said deed being recorded in Book 74 N.S. at pages 249-51, Baldwin County, Alabama	271.21
Section 17: (Fractional) All lying South and East of Mobile River	326.00
Section 18: (Fractional) All lying South and East of Mobile River	52.40
Section 19: (Fractional) All lying between Mobile River and Spanish River and Grand Bay	180.40
Section 20: (Fractional) All of fractional NE-1/4; and all of fractional N-1/2 of SE-1/4, and all of	

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Township 3 South, Range 1 East (Continued)

No. of Acres

	fractional SE-1/4 of SE-1/4 lying North and East of Jim's Creek; and all of fractional NW-1/4 of NW-1/4 North of Grand Bay	
Section 21:	(Fractional) All	295.97
Section 22:	(Fractional) All	443.66
Section 23:	(Fractional) All lying North and East of Raft River, containing 139.38 acres, more or less; and all of Southwest fraction containing 9.32 acres, more or less	457.20
Section 24:	(Fractional) All lying West of Tensas River, containing 195.53 acres, more or less; and all lying on an island in Tensas River, containing 79.75 acres, more or less	140.70
Section 25:	(Fractional) All lying North and West of Raft River	275.28
Section 26:	(Fractional) All lying North and East of Raft River; and fractional N-1/2	42.50
Section 27:	All	144.95
Section 28:	(Fractional) All lying East of Raft River; all of fractional S-1/2 of NW-1/4 lying between Grand Bay and Raft River; and all of fractional NW-1/4 of NW-1/4 lying West of Raft River	639.24
Section 29:	(Fractional) All of the S-1/2 lying between Grand Bay and Raft River, containing 67.88 acres, more or less; and all that part lying North and East of Grand Bay in the NW-1/4, containing 7.87 acres, more or less	357.67
Section 30:	(Fractional) All lying between Spanish River and Grand Bay; and all of fractional NW-1/4 lying West of Spanish River	75.52
Section 31:	(Fractional) All lying between Spanish River and Grand Bay	48.00
Section 32:	(Fractional) All of S-1/2 lying South of Raft River; all of fractional N-1/2 of S-1/2; and all lying between Grand Bay and Raft River	47.70
		264.27

Township 3 South, Range 1 East

Section 33:	(Fractional) All of N-1/2; and all of lots "A", "B" and "C"	
Section 34:	(Fractional) All	298.00
Section 35:	(Fractional) All of fractional S-1/2; all of fractional N-1/2 lying South of Tensas River; and all of fractional S-1/2 of NW-1/4 lying North of Tensas River	442.37
Section 36:	(Fractional) All	372.16
Section 38:	(Fractional) All of the Jewish Highway Grant	70.40
		1,200.00

Township 3 South, Range 1 East

Section 6:	(Fractional) All that part lying West of Tensas River	30.50
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Township 2 South, Range 1 East

Section 35:	(Fractional) All that part lying East of Mobile River	302.00
Section 36:	All	640.72

Township 2 South, Range 2 East

Section 31:	(Fractional) All that part lying West of Tensas River	97.01
	TOTAL	15,069.24

ACR 351 ME 741

Less and except 73.96 acres for Channel Area described next

All that tract or parcel of land lying in Township 3 South, Range 3 East, bounded on the Northeast and Southeast by other lands of Richard P. Sear & Co., on the Northwest by Big Briar Creek, and on the Southwest by the Mobile River, being more fully described as:

Beginning at a point on the East edge of the Mobile River which is South 14 degrees 58 minutes West 1977.7 feet from the center of the concrete pier at the East end of the Louisville & Nashville Railroad bridge over the Mobile River; thence South 2 degrees 59 minutes East 450 feet; thence South 47 degrees 39 minutes East 3004.9 feet to the West edge of the Big Briar Creek; thence along the meandering edge of Big Briar Creek to a point which is South 26 degrees 30 minutes East 988.3 feet; thence South 42 degrees 01 minute West 137.9 feet; thence North 47 degrees 39 minutes West 1971.5 feet; thence North 72 degrees 59 minutes West 1006.0 feet to a point on the East edge of the Mobile River; thence along the meandering edge of the Mobile River to a point which is North 67 degrees 12 minutes East 1394.8 feet to the beginning.

73.96

Containing is the aggregate..... 14,995.20

SIGNED FOR IDENTIFICATION:

Richard P. Sear, II

SIGNED FOR IDENTIFICATION:

Michael L. Sear, II

SIGNED FOR IDENTIFICATION:

Frances Korus Hill

SIGNED FOR IDENTIFICATION:

James L. Hill

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STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, in and for said County and State, as a Notary Public, under my seal of office, which seal of office is hereto attached, personally appeared W. C. Waldrop, known to me, who being by me first duly sworn, deposes and upon his oath says that he is the owner of the business known as W. C. Waldrop and Company, as such he makes this affidavit; that he is familiar with the books and business of W. C. Waldrop and Company; that the attached account against Richard P. Baer, II, is just and correct within the knowledge of this affiant; that he has authority to make this affidavit and that he has personal knowledge of the matters contained herein; that the account arise out of the appraisal of the potential growth and the value of the land and timber of Baer Brothers in Baldwin County, Alabama as authorized by Richard P. Baer, II, and this was done at the consistence and request of Richard P. Baer, II, and that credit has been duly given for all payments and just and lawful set offs to which said account is entitled as thereon stated, and that the balance thereof, amounting to the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00), with the interest thereon from the 20th day of December, 1965, is justly due and remains unpaid.


W. C. Waldrop

Sworn to and subscribed before me on this the 6th
day of April, 1967.


Notary Public,

The Baldwin Times

"Baldwin's Only All County Newspaper"

BAY MINETTE, ALABAMA

J. H. FAULKNER, Publisher

J.

or less; and
island in Tens
-taining 78.75
less; 275.28 ac

Section 25:

lying North an
River, 42.50 ac

Section 26:

lying North an
River; and fr
144.95 acres.

Section 27: A

Section 28:

lying East of
of fractional S-
lying between
Raft River; and
al NW-1/4 of SW
of Raft River; 3

Section 29:

of the S-1/2 lyin
Bay and Raft R
67.65 acres, mo
all that part ly
East of Grand
1/4, containing 7
or less; 75.52 ac

Section 30:

lying between Sp
Grand Bay; and
al NW-1/4 lying
River; 46.00 ac

Section 31:

lying between Sp
Grand Bay, 47.70

Section 32:

Section 35: (F
that part lying E
River, 302.80 ac

Section 36: All

TOWNSHIP 2

RANGE 2

Section 31: (F
that part lying W
River, 97.01 ac

TOTAL ACRES

Less and exce
for Channel Area
All that tract

land lying in Tow
Range 1 East, b

Section 21: (F

Section 22: (F

Section 23: (F

Section 24: (F

Section 25: (F

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Section 28: (F

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Section 273: (F

Section 274: (F

Section 275: (F

Section 276: (F

Section 277: (F

Section 278: (F

Section 279: (F

Section 280: (F

Section 281: (F

Notice of Levy on Real Estate

W. C. Waldrop d/b/a W. C. Plaintiff,
Waldrop and Company
vs.

Baldwin County Circuit Court

Richard P. Baer 11 Defendant

To Harry D. Olive Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz:-----

An undivided three-fourths interest to the lands as described in that
certain oil, gas and mineral lease from Richard P. Baer, 11, et al, to
the Chevron Oil Company, a California Corporation, dated the 17th day
of Dec., 1967 and recorded in Deed Book 351, pages 739-45 as is attached
hereto

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

APR 18 1967 20 M

and that no tax was collected. Recorded in Lia Pend

Book 6
Page 217-50 Judge of Probate

By _____

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 18th day of April 1967

James W. Wicks
Sheriff of Baldwin County, Alabama

EXHIBIT "A"

LANDS IN BALDWIN COUNTY, ALABAMATownship 4 South, Range 1 East

	No. of Acres
Section 2: (Fractional) All	421.15
Section 4: (Fractional) All of N-1/2, and all of SE-1/4	333.55
Section 10: (Fractional) All	448.48
Section 11: (Fractional) All of SW-1/4 of SE-1/4; all of N-1/2; and all of SE-1/4	268.00
Section 13: (Fractional) All lying between Minetta Bay and the River	51.00
Section 14: (Fractional) All of NW-1/4, and all of S-1/2	189.76
Section 15: (Fractional) All	233.17
Section 22: (Fractional) All of N-1/2; and all of N-1/2 of S-1/2	187.41
Section 23: (Fractional) All of NW-1/4; and all of N-1/2 of SW-1/4	220.30
Section 24: (Fractional) All lying between Minetta Bay and the River	140.20

Township 3 South, Range 1 West

Section 25: (Fractional) All lying between Grand Bay and Spanish River	25.50
Section 26: (Fractional) All of NE-1/4 lying East of Spanish River	2.57

Township 3 South, Range 1 East

Section 1: (Fractional) All lying West of Tensaw River	604.50
Section 2: (Fractional) All lying South and East of Mobile River	602.46
Section 3: (Fractional) All lying South and East of Mobile River	455.60
Section 4: (Fractional) All lying South and East of Mobile River	723.00
Section 5: (Fractional) All lying South and East of Mobile River	.54
Section 6: (Fractional) All lying East of Mobile River	80.00
Section 9: (Fractional) All lying North and West of Chuckfey Bay, containing 142.25 acres, more or less; and all of fractional SE-1/4 lying on an island in Chuckfey Bay, containing 6 acres, more or less	150.25
Section 10: (Fractional) All lying North and East of Chuckfey Bay, containing 350.35 acres, more or less; and all of fractional SW-1/4 lying on an island in Chuckfey Bay, containing 15.20 acres, more or less	365.55
Section 11: (Fractional) All lying West of Tensaw River	632.00
Section 12: (Fractional) All lying North and West of Tensaw River, containing 86.84 acres, more or less; and all lying on an island in Tensaw River, containing 282.15 acres, more or less	379.01
Section 13: (Fractional) All lying on an island in Tensaw River	452.00
Section 14: (Fractional) All lying West of Tensaw River	560.68
Section 15: (Fractional) All lying East and South of Chuckfey Bay, containing 303.36 acres, more or less; and all of fractional NW-1/4 lying on an island in Chuckfey Bay, containing 14.36 acres, more or less	317.74
Section 16: (Fractional) All lying South and West of Chuckfey Bay, containing 208.69 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 5.62 acres, more or less; less and except, however, 3.00 acres donated to Frank C. Norden by Lessors, said deed being recorded in Book 74 N.S. at pages 749-51, Baldwin County, Alabama	271.31
Section 17: (Fractional) All lying South and East of Mobile River	238.00
Section 18: (Fractional) All lying South and East of Mobile River	52.40
Section 19: (Fractional) All lying between Mobile River and Spanish River and Grand Bay	108.49
Section 20: (Fractional) All of fractional NE-1/4; and all of fractional N-1/2 of SE-1/4, and all of	

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Township 3 South, Range 1 East (Continued)

No. of Acres

fractional SE-1/4 of SE-1/4 lying North
and East of Jim's Creek; and all of
fractional NW-1/4 of NW-1/4 North of Grand
Bay

295.97

Section 21: (Fractional) All

Section 22: (Fractional) All

443.66

Section 23: (Fractional) All lying North and East of Raft River,

457.20

containing 139.38 acres, more or less; and
all of Southwest fraction containing
9.32 acres, more or less

Section 24: (Fractional) All lying West of Tensaw River, containing

148.70

196.53 acres, more or less; and all lying
on an island in Tensaw River, containing
78.75 acres, more or less

Section 25: (Fractional) All lying North and West of Raft River

275.28

Section 26: (Fractional) All lying North and East of Raft River;

42.50

and fractional W-1/2

Section 27: All

144.95

Section 28: (Fractional) All lying East of Raft River; all of

639.24

fractional S-1/2 of NW-1/4 lying be-
tween Grand Bay and Raft River; and all
of fractional NW-1/4 of SW-1/4 lying West
of Raft River

Section 29: (Fractional) All of the S-1/2 lying between Grand Bay

357.67

and Raft River, containing 67.65 acres,
more or less; and all that part lying
North and East of Grand Bay in the NE-1/4,
containing 7.87 acres, more or less

Section 30: (Fractional) All lying between Spanish River and Grand

75.52

Bay; and all of fractional NW-1/4 lying
West of Spanish River

Section 31: (Fractional) All lying between Spanish River and Grand

46.00

Bay

Section 32: (Fractional) All of N-1/2 lying South of Raft River;

47.70

all of fractional N-1/2 of S-1/2; and
all lying between Grand Bay and Raft River

264.27

Township 3 South, Range 1 East

Section 33: (Fractional) All of N-1/2; and all of lots "E", "F" and

395.00

Section 34: (Fractional) All

442.37

Section 35: (Fractional) All of fractional S-1/2; all of fractional

N-1/2 lying South of Tensaw River; and all
of fractional N-1/2 of NW-1/4 lying North
of Tensaw River

Section 36: (Fractional) All

372.16

Section 38: (Fractional) All of the Josiah Blakely Grant

70.40

1,280.00

Township 3 South, Range 2 East

Section 37: (Fractional) All that part lying West of Tensaw River

30.50

Township 2 South, Range 1 East

Section 35: (Fractional) All that part lying East of Mobile River

302.80

Section 36: All

640.72

Township 2 South, Range 2 East

Section 31: (Fractional) All that part lying West of Tensaw River

97.01

TOTAL

15,069.24

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BOOK 351 PAGE 219

10-12-50

No. of Acres

Less and except 73.96 acres for Channel Area described as:

All that tract or parcel of land lying in Township 3 South, Range 1 East, bounded on the Northeast and Southwest by other lands of Richard P. Baer & Co., on the Northeast by Big Briar Creek, and on the Northwest by the Mobile River, being more fully described as:

Beginning at a point on the East edge of the Mobile River which is South 14 degrees 48 minutes West 5977.7 feet from the center of the concrete pier at the East end of the Louisville & Nashville Railroad bridge over the Mobile River; thence South 2 degrees 59 minutes East 480 feet; thence South 47 degrees 59 minutes East 5024.9 feet to the West edge of the Big Briar Creek; thence along the meandering edge of Big Briar Creek to a point which is South 26 degrees 30 minutes East 988.3 feet; thence South 42 degrees 01 minute West 137.5 feet; thence North 47 degrees 59 minutes West 5971.4 feet; thence North 72 degrees 59 minutes West 1000.0 feet to a point on the East edge of the Mobile River; thence along the meandering edge of the Mobile River to a point which is North 67 degrees 12 minutes East 1394.6 feet to the beginning.

73.96

Containing in the aggregate..... 14,995.28

SIGNED FOR IDENTIFICATION:

Richard P. Baer, II

SIGNED FOR IDENTIFICATION:

Michael S. Baer, Jr.

SIGNED FOR IDENTIFICATION:

Frances Karas Baer

SIGNED FOR IDENTIFICATION:

Gwendolyn Willis Baer

BOOK 6 PAGE 220

BOOK 351 PAGE 742

TO Be Filed
in Case # 7453

R 50
Taylor Wilkins

W. C. WALDROP & COMPANY	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
RICHARD P. BAER, II	X	AT LAW NO. _____
Defendant	X	

Comes the defendant in the above styled cause and for answer to the complaint filed in said cause and to each phase thereof separately and severally shows as follows:

1. He denies the allegations of said complaint.


Attorney for defendant

FILED
JUN 29, 1967
ALICE L. DUCK, CLERK
RECEIVED

ATTACHMENT

THE STATE OF ALABAMA, }

Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, W. C. Waldrop d/b/a W. C. Waldrop and Company

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

Richard P. Baer, II., who is a non resident of the State of

Alabama, whose address is, P. O. Box 109, Edenton, North

Carolina

is justly indebted to the Plaintiff W. C. Waldrop d/b/a W. C. Waldrop and

Company

in the sum of SEVEN HUNDRED FIFTY (\$750.00) - - - - - Dollars, and

W. C. Waldrop having made affidavit and given ^{no} bond

as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Richard P. Baer, II., which is designated as being an undivided
three-fourths interest to the lands as described in that certain
oil, gas and mineral lease from Richard P. Baer, II, et al, to the
Chevron Oil Company, a California Corporation, dated the 17th day
of Dec., 1967 and recorded in Deed Book 351, pages 739-45 as is
attached hereto and made a part of this attachment.

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so

attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be

had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said

County, on _____ Monday of _____ 19 _____

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 6th day of April A. D., 1967

Alice J. Duck Clerk.

RECEIVED

APR 6 1967

TAYLOR WILKINS
SHERIFF

Executed April 18, 1967
by filing a Notice
of Levy in Probate
Office and posting
copy of same at
Court House door.
The Defendant is
not found in this
county.

Taylor Wilkins
Sheriff

Recording Fee 50¢

No. 7453

ATTACHMENT

W. C. WALDROP, d/b/a W. C. WALDROP
AND COMPANY

Vs. { ATTACHMENT

RICHARD P. BAER, II,

Issued April 6, 1967

Moore Printing Co.

Wilters & Brantley, Attorneys

EXHIBIT "A" To Affidavit

1. AND FOR IDENTIFICATION:

2. AND FOR IDENTIFICATION:

Witness Sign Here

Lessor Sign Here

COMMERCIAL Form LI-20-6-61
Reprint 5-57

ALABAMA

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, Dated the 17th day of DECEMBER, 1965
between RICHARD P. BAER, II, and FRANCES KERNS BAER, his wife, and MICHAEL S. BAER, JR.,
and GHEMDOLYN WILLIS BAER, his wife.

and CHEVRON OIL COMPANY, a California corporation Lessor (whether one or more) Lessee.

WITNESSETH:

1. Lessor, in consideration of Ten Dollars and / Other Valuable Consideration (\$ 10.00 & OVC)
in hand paid, and of the agreements of Lessee herein contained, hereby grants, lets and leases exclusively unto Lessee the land herein-
after described, for the purpose of prospecting, exploring, investigating, drilling and mining for and producing, taking, saving, storing,
treating, processing and owning oil, gas and all other minerals together with all privileges, rights and easements useful or convenient
for Lessee's operations hereunder on said land and on nearby lands, including particularly the following rights (but not excluding
others): to lay pipe lines; to dig canals; and to construct tanks, docks, pump stations, power stations, repressuring plants, recycling
plants, telephone, telegraph and power lines, roads, railroads, bridges, warehouses, houses for its employees and other structures.
The said land included in this lease is situated in Baldwin County, Alabama, and is described as follows, to wit:

The description of the land covered and included in this lease is attached as Exhibit "A",
said exhibit being signed for identification and expressly made a part hereof for all
purposes. It is the intention of all the parties hereto that this lease covers and
includes all of the land owned by the Lessor in Baldwin County, Alabama, whether particularly
described herein or not.

BOOK 351 PAGE 739

EXHIBIT "A"

LANDS IN BALDWIN COUNTY, ALABAMATownship 4 South, Range 1 EastNo. of Acres

Section 2:	(Fractional) All	421.15
Section 4:	(Fractional) All of N-1/2, and all of SE-1/4	333.55
Section 10:	(Fractional) All	448.48
Section 11:	(Fractional) All of SW-1/4 of SW-1/4; all of N-1/2; and all of SE-1/4	268.00
Section 13:	(Fractional) All lying between Minetta Bay and the River	51.00
Section 14:	(Fractional) All of NW-1/4, and all of S-1/2	189.76
Section 15:	(Fractional) All	233.17
Section 22:	(Fractional) All of N-1/2; and all of N-1/2 of S-1/2	182.41
Section 23:	(Fractional) All of NW-1/4; and all of N-1/2 of SW-1/4	220.30
Section 24:	(Fractional) All lying between Minetta Bay and the River	140.20

Township 3 South, Range 1 West

Section 25:	(Fractional) All lying between Grand Bay and Spanish River	25.50
Section 26:	(Fractional) All of NE-1/4 lying East of Spanish River	2.57

Township 3 South, Range 1 East

Section 1:	(Fractional) All lying West of Tensaw River	604.50
Section 2:	(Fractional) All lying South and East of Mobile River	602.46
Section 3:	(Fractional) All lying South and East of Mobile River	455.60
Section 4:	(Fractional) All lying South and East of Mobile River	223.00
Section 5:	(Fractional) All lying South and East of Mobile River	.54
Section 8:	(Fractional) All lying East of Mobile River	80.00
Section 9:	(Fractional) All lying North and West of Chuckfey Bay, containing 142.25 acres, more or less; and all of fractional SE-1/4 lying on an island in Chuckfey Bay, containing 8 acres, more or less	150.25
Section 10:	(Fractional) All lying North and East of Chuckfey Bay, containing 350.35 acres, more or less; and all of fractional SW-1/4 lying on an island in Chuckfey Bay, containing 15.20 acres, more or less	365.55
Section 11:	(Fractional) All lying West of Tensaw River	632.00
Section 12:	(Fractional) All lying North and West of Tensaw River, containing 96.86 acres, more or less; and all lying on an island in Tensaw River, containing 282.15 acres, more or less	379.01
Section 13:	(Fractional) All lying on an island in Tensaw River	452.00
Section 14:	(Fractional) All lying West of Tensaw River	560.68
Section 15:	(Fractional) All lying East and South of Chuckfey Bay, containing 303.36 acres, more or less; and all of fractional NW-1/4 lying on an island in Chuckfey Bay, containing 14.38 acres, more or less	317.74
Section 16:	(Fractional) All lying South and West of Chuckfey Bay, containing 268.69 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 5.62 acres, more or less; less and except, however, 3.00 acres deeded to Frank C. Norden by Lessors, said deed being recorded in Book 74 N.S. at pages 249-51, Baldwin County, Alabama	271.21
Section 17:	(Fractional) All lying South and East of Mobile River	328.00
Section 18:	(Fractional) All lying South and East of Mobile River	52.40
Section 19:	(Fractional) All lying between Mobile River and Spanish River and Grand Bay	198.49
Section 20:	(Fractional) All of fractional NE-1/4; and all of fractional N-1/2 of SE-1/4, and all of	

BOOK 351 PAGE 740

Township 3 South, Range 1 East (Continued)

No. of Acres

	fractional SE-1/4 of SE-1/4 lying North and East of Jim's Creek; and all of fractional NW-1/4 of NW-1/4 North of Grand Bay	
Section 21:	(Fractional) All	295.97
Section 22:	(Fractional) All	443.66
Section 23:	(Fractional) All lying North and East of Raft River, containing 139.38 acres, more or less; and all of Southwest fraction containing 9.32 acres, more or less	457.20
Section 24:	(Fractional) All lying West of Tensaw River, containing 196.53 acres, more or less; and all lying on an island in Tensaw River, containing 78.75 acres, more or less	148.70
Section 25:	(Fractional) All lying North and West of Raft River	275.28
Section 26:	(Fractional) All lying North and East of Raft River; and fractional W-1/2	42.50
Section 27:	All	144.95
Section 28:	(Fractional) All lying East of Raft River; all of fractional S-1/2 of NW-1/4 lying between Grand Bay and Raft River; and all of fractional NW-1/4 of SW-1/4 lying West of Raft River	639.24
Section 29:	(Fractional) All of the S-1/2 lying between Grand Bay and Raft River, containing 67.65 acres, more or less; and all that part lying North and East of Grand Bay in the NE-1/4, containing 7.87 acres, more or less	357.67
Section 30:	(Fractional) All lying between Spanish River and Grand Bay; and all of fractional NW-1/4 lying West of Spanish River	75.52
Section 31:	(Fractional) All lying between Spanish River and Grand Bay	46.00
Section 32:	(Fractional) All of N-1/2 lying South of Raft River; all of fractional N-1/2 of S-1/2; and all lying between Grand Bay and Raft River	47.70
		264.27

Township 3 South, Range 1 East

Section 33:	(Fractional) All of N-1/2; and all of lots "E", "F" and "G"	395.00
Section 34:	(Fractional) All	442.37
Section 35:	(Fractional) All of fractional S-1/2; all of fractional N-1/2 lying South of Tensaw River; and all of fractional N-1/2 of NW-1/4 lying North of Tensaw River	372.16
Section 36:	(Fractional) All	70.40
Section 38:	(Fractional) All of the Josiah Blakely Grant	1,280.00

Township 3 South, Range 2 East

Section 6:	(Fractional) All that part lying West of Tensaw River	30.50
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Township 2 South, Range 1 East

Section 35:	(Fractional) All that part lying East of Mobile River	302.80
Section 36:	All	640.72

Township 2 South, Range 2 East

Section 31:	(Fractional) All that part lying West of Tensaw River	97.01
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TOTAL 15,069.24

BOOK 351 PAGE 741

MOBILE COUNTY, ALABAMA

No. of Acres

Less and except 73.96 acres for Channel Area described as:

All that tract or parcel of land lying in Township 3 South, Range 1 East, bounded on the Northeast and Southwest by other lands of Richard P. Baer & Co., on the Northeast by Big Briar Creek, and on the Northwest by the Mobile River, being more fully described as:

Beginning at a point on the East edge of the Mobile River which is South 14 degrees 48 minutes West 5977.7 feet from the center of the concrete pier at the East end of the Louisville & Nashville Railroad bridge over the Mobile River; thence South 2 degrees 59 minutes East 480 feet; thence South 47 degrees 59 minutes East 5024.9 feet to the West edge of the Big Briar Creek; thence along the meandering edge of Big Briar Creek to a point which is South 26 degrees 30 minutes East 988.3 feet; thence South 42 degrees 01 minute West 137.5 feet; thence North 47 degrees 59 minutes West 5971.4 feet; thence North 72 degrees 59 minutes West 1000.0 feet to a point on the East edge of the Mobile River; thence along the meandering edge of the Mobile River to a point which is North 67 degrees 12 minutes East 1394.6 feet to the beginning.

73.96

Containing in the aggregate..... 14,995.28

SIGNED FOR IDENTIFICATION:

Richard P. Baer, II

SIGNED FOR IDENTIFICATION:

Michael S. Baer, Jr.

SIGNED FOR IDENTIFICATION:

Frances Kerns Baer

SIGNED FOR IDENTIFICATION:

Gwendolyn Willis Baer
Gwendolyn Willis Baer

BOOK 351 PAGE 742

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed
and the following tax collected on

MAR 15 1966 4:30 PM
Dues \$15.00 Mineral 749.80
Total \$764.80
Paid by Harry Deline
Notary Public
No. 251-75

containing 14,995.28 acres of land more or less; including all minerals underlying easements and right-of-way which traverse or adjoin said land; and also, in addition to the above described land, all land adjoining the same and owned or claimed by Lessor.

This lease shall cover all the interest actually owned or claimed by Lessor, even though incorrectly stated above. For the purpose of calculating any payments based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated, whether they actually contain more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years and no months from the date hereof, called "primary term," and, after the expiration of the primary term, shall remain in force so long as either or both of the following conditions shall prevail without cessation or interruption of more than three consecutive months: (a) so long as oil, gas or other mineral, or any one or more of them, is produced from said land hereunder; (b) so long as Lessee is engaged in drilling, mining or reworking operations on said land hereunder.

3. If drilling or mining operations are not commenced on said land on or before twelve (12) months from this date, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Washinton Bank & Trust Company Bank at Rotulusa, Louisiana or any successor, the sum of Fourteen Thousand Nine Hundred Ninety-five \$28,700 DOLLARS (\$14,995.28), which shall extend for twelve (12) months the time within which such operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders of the sum Fourteen Thousand Nine Hundred Ninety-five \$28,700 DOLLARS (\$14,995.28), such operations may be further deferred for successive periods of twelve months each during the primary term. All such payments are herein called "rental." Such operations shall be deemed to be commenced when the first material is moved in or the first work done. The down cash payment is consideration for this lease according to its terms, and shall not be allocated as a mere rental for a period. Payments or tenders of rental may be made by mailing or delivering cash or Lessee's check to Lessor, or to any depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept rental, this lease shall not terminate, nor Lessee be held in default for failure to pay rental, unless Lessee shall fail to pay such rental for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereinafter designated as depository shall continue as such, and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay rentals jointly to all parties having any interest therein. Lessee may at any time or times surrender this lease as to all or any portion of said land by delivering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered, and thereafter the rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

4. If at any time or times during the primary term, after Lessee has commenced drilling, mining or reworking operations or has secured production of oil, gas, or other mineral, all such operations and all such production shall cease for any cause, this lease shall not terminate if Lessee shall commence or resume any of such operations, production of any such mineral, or payment of rental, by the next rental paying date or by the end of the primary term, whichever comes first—but within three months after such cessation, in case the next rental paying date or the end of the primary term comes less than three months after such cessation.

5. Royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected or into storage furnished by Lessor; Lessee may from time to time purchase any royalty oil, paying therefor the market price prevailing for the field where produced on the day it is run to the pipe lines or storage tanks, or if no such market price is established, the price for which Lessee sells its share

of such oil, less the costs of handling and transportation to the point of sale; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, seventy-five cents (75c) per long ton mined and marketed; (d) on all other minerals, one-eighth (1/8) of that mined and marketed in kind or value at the well or mine, at Lessee's election. Where gas has been discovered on said land or on land pooled and consolidated with any of said land, Lessee at Lessee's election may at any time or times during or after the primary term pay Lessor as royalty (in addition to the royalties provided above) the sum of \$1.00 per acre for each acre of said land then covered by this lease, or the gross sum of \$300.00, whichever is greater, and it shall be considered that gas is being produced hereunder for a period of one year from the date on or for which any such payment is made. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and Lessee shall notify Lessor thereof, at Lessor's address last known to Lessee. Lessee may use, free of royalty, oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder and for repressuring the oil and gas formations in the field.

6. Lessee shall pay for damages caused by Lessee's operations to houses, barns, growing crops and fences. Lessee shall have the right during or within one year after the life of this lease to remove all Lessee's property and fixtures, including the right to draw and remove all casing. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth. No well shall be drilled closer than 200 feet to any residence or barn now on said land unless another location is impracticable. Lessee agrees to drill such wells, but only such wells, as a reasonably prudent operator would drill under the same or similar circumstances: (a) in order to prevent substantial net uncompensated drainage from said land by wells located on adjoining land not owned by Lessor; and (b), after discovery of oil on said land, in order most efficiently and economically to develop said land. No forfeiture or cancellation of this lease shall affect or include any well being drilled, worked on, or produced hereunder, or the drainage area of any such well, or any other part of this lease as to which Lessee is not in default.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee, and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others—rental being apportionable in proportion to acreage.

8. Whenever any cause beyond Lessee's control (such as fire, flood, windstorm or other acts of God; law, order or regulation of any governmental agency; or inability to secure men, material, or transportation as a result of any war) prevents, interrupts or interferes with any of Lessee's operations hereunder this lease shall not be terminated, nor shall Lessee be held liable.

9. Lessee may at any time or times pool and consolidate this lease, in whole or in part, or as to any stratum or strata, with adjacent lands and leases, so as to constitute a unit or units not substantially exceeding the size required for the most efficient and economical location and spacing of wells in the field or pool, or the size (if any) approved by State or Federal authorities, by delivering to Lessor or to the depository bank or by filing for record an instrument so declaring. Drilling, mining, or reworking operations upon, or production of any mineral from any part of any such unit shall be treated, for all purposes hereunder, as such operations upon or such production from this lease. Upon production from any part of any such unit, Lessor shall be entitled to royalties calculated as follows: there shall be allocated to the portion of this lease included in such unit a fractional part of such production, in the ratio that the number of acres of this lease included in such unit bears to the total number of acres of all lands and leases included in such unit, and Lessor shall be entitled to the royalties in this lease provided, on such fractional part of such production, and no more. Provided, that if State or Federal authorities shall prescribe a different method of allocation, the method so prescribed shall prevail.

10. Lessor warrants and agrees to defend the title to said lands, or to the interest therein which this lease expressly purports to cover. The royalties hereinabove provided are determined with respect to the entire mineral estate, and if Lessor owns a lesser interest, the royalties to be paid Lessor shall be reduced proportionately. The rental hereinabove provided is determined with respect to the interest which this lease purports to cover, and if Lessor owns a lesser interest, the rental to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Witnesses Sign Here

Lessor Sign Here

Connie M. Crawford
Shirley H. Kellingworth
Connie M. Crawford
Shirley H. Kellingworth

Richard P. Baer, II
FRANCIS KERN BAER
MICHAEL S. BAER, JR.
GWENDOLYN WILLIS BAER

(SEAL)

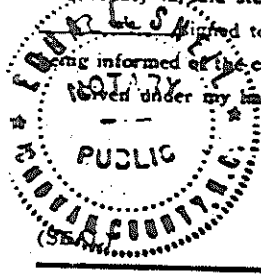
Notary Public in and for _____ County, Alabama
 My Commission expires _____

BOOK 351 PAGE 744

GENERAL ACKNOWLEDGMENT

STATE OF ~~ALABAMA~~ North Carolina
COUNTY OF Chowan

I, Edna L. Snell, a Notary Public in and for said county and state, hereby certify that Richard P. Davis & Frances K. Davis whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office, this 17th day of December, A. D. 1954



Edna L. Snell
Notary Public in and for Chowan County, North Carolina
My Commission expires: March 9 - 1967

WIFE'S ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, in and for the said county and state, do hereby certify that on the _____ day of _____, 195____, came before me the within named _____, Known to me to be the wife of the within named _____, who being by me examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and seal of office this _____ day of _____, A. D., 195____

Notary Public in and for _____ County, Alabama
My Commission expires: _____

(SEAL)

GENERAL ACKNOWLEDGMENT

STATE OF ~~ALABAMA~~ LOUISIANA
COUNTY OF Washington

I, Notary Public in and for said county in said state, hereby certify that Michael S. Davis & Gladys K. Davis whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office, this 23 day of December, A. D. 1954



Notary Public
Notary Public in and for Washington Parish, Louisiana
My Commission expires: as directed

WIFE'S ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF _____

I, _____, in and for the said county and state, do hereby certify that on the _____ day of _____, 195____, came before me the within named _____, Known to me to be the wife of the within named _____, who being by me examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and seal of office this _____ day of _____, A. D., 195____

Notary Public in and for _____ County, Alabama
My Commission expires: _____

(SEAL)

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF ALABAMA
COUNTY OF _____

I, _____, in and for said county in said state, hereby certify that _____, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that _____ the grantor— in the foregoing conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor— and of the other subscribing witness and that each other witness subscribed his name as a witness in his presence.

Given under my hand and official seal this _____ day of _____, A. D. 195____

Notary Public in and for _____

BOOK 351 PAGE 745

ATTACHMENT

THE STATE OF ALABAMA, {
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, W. C. Waldrop d/b/a W. C. Waldrop and Company

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that
Richard P. Baer, II., who is a non resident of the State of
Alabama, whose address is, P. O. Box 109, Edenton, North
Carolina

is justly indebted to the Plaintiff W. C. Waldrop d/b/a W. C. Waldrop and
Company

in the sum of SEVEN HUNDRED FIFTY (\$750.00) - - - - - Dollars, and
W. C. Waldrop no

having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Richard P. Baer, II., which is designated as being an undivided
three-fourths interest to the lands as described in that certain
oil, gas and mineral lease from Richard P. Baer, II, et al, to the
Chevron Oil Company, a California Corporation, dated the 17th day
of Dec., 1967 and recorded in Deed Book 351, pages 739-45 as is
attached hereto and made a part of this attachment.

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on Monday of 19 67
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 6th day of April A. D., 19 67

Alice J. Duck Clerk.

五

SECRET

Lower Sign Movers

ALABAMA

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, Dated the 17th day of DECEMBER, 1965,
between RICHARD P. BAER, II, and FRANCES KERNS BAER, his wife, and MICHAEL S. BAER, JR.,
and Gwendolyn Willis Baer, his wife.

_____ Lessor (whether one or more)
and CHEVRON OIL COMPANY, a California corporation, Lessee.

WITNESSETH

WITNESSETH

I, Lessor, in consideration of Ten Dollars and / Other Valuable Consideration ~~and~~ (\$ 10.00 & OVC) in hand paid, and of the agreements of Lessee herein contained, hereby grants, lets and leases exclusively unto Lessor the land herein-after described, for the purpose of prospecting, exploring, investigating, drilling and mining for and producing, taking, saving, storing, treating, processing and owning oil, gas and all other minerals together with all privileges, rights and easements useful or convenient for Lessee's operations hereunder on said land and on nearby lands, including particularly the following rights (but not excluding others): to lay pipe lines; to dig canals; and to construct tanks, docks, pump stations, power stations, repessuring plants, recycling plants, telephone, telegraph and power lines, roads, railroads, bridges, warehouses, houses for its employees and other structures. The said land included in this lease is situated in Baldwin County, Alabama, and is described as follows, to wit:

The description of the land covered and included in this lease is attached as Exhibit "A", said exhibit being signed for identification and expressly made a part hereof for all purposes. It is the intention of all the parties hereto that this lease covers and includes all of the land owned by the Lessor in Baldwin County, Alabama, whether particularly described herein or not.

BOOK 351 MAY 7 '33

EXHIBIT "A"

LANDS IN BALDWIN COUNTY, ALABAMATownship 4 South, Range 1 EastNo. of Acres

Section 2:	(Fractional) All	421.15
Section 4:	(Fractional) All of N-1/2, and all of SE-1/4	333.55
Section 10:	(Fractional) All	448.48
Section 11:	(Fractional) All of SW-1/4 of SW-1/4; all of N-1/2; and all of SE-1/4	268.00
Section 13:	(Fractional) All lying between Minetta Bay and the River	51.00
Section 14:	(Fractional) All of NW-1/4, and all of S-1/2	189.76
Section 15:	(Fractional) All	233.17
Section 22:	(Fractional) All of N-1/2; and all of N-1/2 of S-1/2	182.41
Section 23:	(Fractional) All of NW-1/4; and all of N-1/2 of SW-1/4	220.30
Section 24:	(Fractional) All lying between Minetta Bay and the River	140.20

Township 3 South, Range 1 West

Section 25:	(Fractional) All lying between Grand Bay and Spanish River	25.50
Section 36:	(Fractional) All of NE-1/4 lying East of Spanish River	2.57

Township 3 South, Range 1 East

Section 1:	(Fractional) All lying West of Tensaw River	604.50
Section 2:	(Fractional) All lying South and East of Mobile River	602.46
Section 3:	(Fractional) All lying South and East of Mobile River	455.60
Section 4:	(Fractional) All lying South and East of Mobile River	223.00
Section 5:	(Fractional) All lying South and East of Mobile River	.54
Section 8:	(Fractional) All lying East of Mobile River	80.00
Section 9:	(Fractional) All lying North and West of Chuckfey Bay, containing 142.25 acres, more or less; and all of fractional SE-1/4 lying on an island in Chuckfey Bay, containing 8 acres, more or less	150.25
Section 10:	(Fractional) All lying North and East of Chuckfey Bay, containing 350.35 acres, more or less; and all of fractional SW-1/4 lying on an island in Chuckfey Bay, containing 15.20 acres, more or less	365.55
Section 11:	(Fractional) All lying West of Tensaw River	632.00
Section 12:	(Fractional) All lying North and West of Tensaw River, containing 96.86 acres, more or less; and all lying on an island in Tensaw River, containing 282.15 acres, more or less	379.01
Section 13:	(Fractional) All lying on an island in Tensaw River	452.00
Section 14:	(Fractional) All lying West of Tensaw River	560.68
Section 15:	(Fractional) All lying East and South of Chuckfey Bay, containing 303.36 acres, more or less; and all of fractional NW-1/4 lying on an island in Chuckfey Bay, containing 14.38 acres, more or less	317.74
Section 16:	(Fractional) All lying South and West of Chuckfey Bay, containing 268.69 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 5.62 acres, more or less; less and except, however, 3.00 acres deeded to Frank C. Norden by Lessors, said deed being recorded in Book 74 N.S. at pages 249-51, Baldwin County, Alabama	271.31
Section 17:	(Fractional) All lying South and East of Mobile River	328.00
Section 18:	(Fractional) All lying South and East of Mobile River	52.40
Section 19:	(Fractional) All lying between Mobile River and Spanish River and Grand Bay	198.49
Section 20:	(Fractional) All of fractional NE-1/4; and all of fractional N-1/2 of SE-1/4, and all of	

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Township 3 South, Range 1 East (Continued)

No. of Acres

	fractional SE-1/4 of SE-1/4 lying North and East of Jim's Creek; and all of fractional NW-1/4 of NW-1/4 North of Grand Bay	295.97
Section 21:	(Fractional) All	
Section 22:	(Fractional) All	443.66
Section 23:	(Fractional) All lying North and East of Raft River, containing 139.38 acres, more or less; and all of Southwest fraction containing 9.32 acres, more or less	457.20
Section 24:	(Fractional) All lying West of Tensaw River, containing 196.53 acres, more or less; and all lying on an island in Tensaw River, containing 78.75 acres, more or less	148.70
Section 25:	(Fractional) All lying North and West of Raft River	275.28
Section 26:	(Fractional) All lying North and East of Raft River; and fractional W-1/2	42.50
Section 27:	All	144.95
Section 28:	(Fractional) All lying East of Raft River; all of fractional S-1/2 of NW-1/4 lying between Grand Bay and Raft River; and all of fractional NW-1/4 of SW-1/4 lying West of Raft River	639.24
Section 29:	(Fractional) All of the S-1/2 lying between Grand Bay and Raft River, containing 67.65 acres, more or less; and all that part lying North and East of Grand Bay in the NE-1/4, containing 7.87 acres, more or less	357.67
Section 30:	(Fractional) All lying between Spanish River and Grand Bay; and all of fractional NW-1/4 lying West of Spanish River	75.52
Section 31:	(Fractional) All lying between Spanish River and Grand Bay	46.00
Section 32:	(Fractional) All of N-1/2 lying South of Raft River; all of fractional N-1/2 of S-1/2; and all lying between Grand Bay and Raft River	47.70
	<u>Township 3 South, Range 1 East</u>	264.27
Section 33:	(Fractional) All of N-1/2; and all of lots "E", "F" and "G"	
Section 34:	(Fractional) All	395.00
Section 35:	(Fractional) All of fractional S-1/2; all of fractional N-1/2 lying South of Tensaw River; and all of fractional N-1/2 of NW-1/4 lying North of Tensaw River	442.37
Section 36:	(Fractional) All	372.16
Section 38:	(Fractional) All of the Josiah Blakely Grant	70.40
	<u>Township 3 South, Range 2 East</u>	1,280.00
Section 6:	(Fractional) All that part lying West of Tensaw River	30.50
	<u>Township 2 South, Range 1 East</u>	
Section 35:	(Fractional) All that part lying East of Mobile River	302.80
Section 36:	All	640.72
	<u>Township 2 South, Range 2 East</u>	
Section 31:	(Fractional) All that part lying West of Tensaw River	97.01
	TOTAL	15,069.24

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Less and except 73.96 acres for Channel Area described as:

All that tract or parcel of land lying in Township 3 South, Range 1 East, bounded on the Northeast and Southwest by other lands of Richard P. Baer & Co., on the Northeast by Big Briar Creek, and on the Northwest by the Mobile River, being more fully described as:

Beginning at a point on the East edge of the Mobile River which is South 14 degrees 48 minutes West 5977.7 feet from the center of the concrete pier at the East end of the Louisville & Nashville Railroad bridge over the Mobile River; thence South 2 degrees 59 minutes East 480 feet; thence South 47 degrees 59 minutes East 5024.9 feet to the West edge of the Big Briar Creek; thence along the meandering edge of Big Briar Creek to a point which is South 26 degrees 30 minutes East 988.3 feet; thence South 42 degrees 01 minute West 137.5 feet; thence North 47 degrees 59 minutes West 5971.4 feet; thence North 72 degrees 59 minutes West 1000.0 feet to a point on the East edge of the Mobile River; thence along the meandering edge of the Mobile River to a point which is North 67 degrees 12 minutes East 1394.6 feet to the beginning.

73.96

Containing in the aggregate..... 14,995.28

SIGNED FOR IDENTIFICATION:

Richard P. Baer, II

SIGNED FOR IDENTIFICATION:

Michael S. Baer, Jr.

SIGNED FOR IDENTIFICATION:

Frances Kerns Baer

SIGNED FOR IDENTIFICATION:

Gwendolyn Willis Baer

BOOK 351 PAGE 742

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed
and the following tax collected on

MAR 15 1966 1:30 PM

Doc. \$15.00 Mort. \$ 749.80 Recorded in

Book 351
Page 737-95
J. H. Deline
Judge of Probate

containing 14,995.28 acres of land more or less; including all minerals underlying easements and right-of-way which traverse or adjoin said land; and also, in addition to the above described land, all land adjoining the same and owned or claimed by Lessor.

This lease shall cover all the interest actually owned or claimed by Lessor, even though incorrectly stated above. For the purpose of calculating any payments based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated, whether they actually contain more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years and no months from the date hereof, called "primary term," and, after the expiration of the primary term, shall remain in force so long as either or both of the following conditions shall prevail without cessation or interruption of more than three consecutive months: (a) so long as oil, gas or other mineral, or any one or more of them, is produced from said land hereunder; (b) so long as Lessee is engaged in drilling, mining or reworking operations on said land hereunder.

3. If drilling or mining operations are not commenced on said land on or before twelve (12) months from this date, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Washinton Bank & Trust Company Book 351 Page 743 or any successor, the sum of Fourteen Thousand Nine Hundred Ninety-five & 28/100 DOLLARS (\$14,995.28), which shall extend for twelve (12) months the time within which such operations may be commenced. Thereafter, annually in like manner and upon like payments or tenders of the sum Fourteen Thousand Nine Hundred Ninety-five & 28/100 DOLLARS (\$14,995.28), such operations may be further deferred for successive periods of twelve months each during the primary term. All such payments are herein called "rental." Such operations shall be deemed to be commenced when the first material is moved in or the first work done. The down cash payment is consideration for this lease according to its terms, and shall not be allocated as a mere rental for a period. Payments or tenders of rental may be made by mailing or delivering cash or Lessee's check to Lessor or to any depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept rental, this lease shall not terminate, nor Lessee be held in default for failure to pay rental, unless Lessee shall fail to pay such rental for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereinafter designated as depository shall continue as such, and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay rentals jointly to all parties having any interest therein. Lessee may at any time or times surrender this lease as to all or any portion of said land by delivering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered, and thereafter the rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

4. If at any time or times during the primary term, after Lessee has commenced drilling, mining or reworking operations or has secured production of oil, gas, or other mineral, all such operations and all such production shall cease for any cause, this lease shall not terminate if Lessee shall commence or resume any of such operations, production of any such mineral, or payment of rental, by the next rental paying date or by the end of the primary term, whichever comes first—but within three months after such cessation, is case the next rental paying date or the end of the primary term comes less than three months after such cessation.

5. Royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected or into storage furnished by Lessor; Lessee may from time to time purchase any royalty oil, paying therefor the market price prevailing for the field where produced on the day it is run to the pipe lines or storage tanks, or if no such market price is established, the price for which Lessee sells its share

of such oil, less the costs of handling and transportation to the point of sale; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth (1/8) of the amount realized from such sale; (c) on sulphur, seventy-five cents (75c) per long ton mined and marketed; (d) on all other minerals, one-eighth (1/8) of that mined and marketed in kind or value at the well or mine, at Lessee's election. Where gas has been discovered on said land or on land pooled and consolidated with any of said land, Lessee at Lessee's election may at any time or times during or after the primary term pay Lessor as royalty (in addition to the royalties provided above) the sum of \$1.00 per acre for each acre of said land then covered by this lease, or the gross sum of \$300.00, whichever is greater, and it shall be considered that gas is being produced hereunder for a period of one year from the date on or for which any such payment is made. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and Lessee shall notify Lessor thereof, at Lessor's address last known to Lessee. Lessee may use, free of royalty, oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder and for repressuring the oil and gas formations in the field.

6. Lessee shall pay for damages caused by Lessee's operations to houses, barns, growing crops and fences. Lessee shall have the right during or within one year after the life of this lease to remove all Lessee's property and fixtures, including the right to draw and remove all casing. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth. No well shall be drilled closer than 200 feet to any residence or barn now on said land unless another location is impracticable. Lessee agrees to drill such wells, but only such wells, as a reasonably prudent operator would drill under the same or similar circumstances: (a) in order to prevent substantial net uncompensated drainage from said land by wells located on adjoining land not owned by Lessor; and (b), after discovery of oil on said land, in order most efficiently and economically to develop said land. No forfeiture or cancellation of this lease shall affect or include any well being drilled, worked on, or produced hereunder, or the drainage area of any such well or any other part of this lease as to which Lessee is not in default.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee, and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others—rental being apportionable in proportion to acreage.

8. Whenever any cause beyond Lessee's control (such as fire, flood, windstorm or other acts of God; law, order or regulation of any governmental agency; or inability to secure men, material, or transportation as a result of any war) prevents, interrupts or interferes with any of Lessee's operations hereunder this lease shall not be terminated, nor shall Lessee be held liable.

9. Lessee may at any time or times pool and consolidate this lease, in whole or in part, or as to any stratum or strata, with adjacent lands and leases, so as to constitute a unit or units not substantially exceeding the size required for the most efficient and economical location and spacing of wells in the field or pool, or the size (if any) approved by State or Federal authorities, by delivering to Lessor or to the depository bank or by filing for record an instrument so declaring. Drilling, mining, or reworking operations upon, or production of any mineral from any part of any such unit shall be treated, for all purposes hereunder, as such operations upon or such production from this lease. Upon production from any part of any such unit, Lessor shall be entitled to royalties calculated as follows: there shall be allocated to the portion of this lease included in such unit a fractional part of such production, in the ratio that the number of acres of this lease included in such unit bears to the total number of acres of all lands and leases included in such unit, and Lessor shall be entitled to the royalties in this lease provided, on such fractional part of such production, and no more. Provided, that if State or Federal authorities shall prescribe a different method of allocation, the method so prescribed shall prevail.

10. Lessor warrants and agrees to defend the title to said lands, or to the interest therein which this lease expressly purports to cover. The royalties hereinabove provided are determined with respect to the entire mineral estate, and if Lessor owns a lesser interest, the royalties to be paid Lessor shall be reduced proportionately. The rental hereinabove provided is determined with respect to the interest which this lease purports to cover, and if Lessor owns a lesser interest, the rental to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Witnesses Sign Here

Lessor Sign Here

Connie M. Crawford
Shirley H. Kellingworth
Connie M. Crawford
Shirley H. Kellingworth

Richard P. Baer, II
RICHARD P. BAER, II
Frances Kerns Baer
FRANCES KERNS BAER
Michael S. Baer, Jr.
MICHAEL S. BAER, JR.
Gwendolyn Willis Baer
GWENDOLYN WILLIS BAER

BOOK 351 PAGE 744

(SEAL)

Notary Public in and for _____ County, Alabama
My Commission expires _____

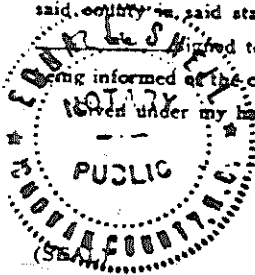
STATE OF ALABAMA North Carolina GENERAL ACKNOWLEDGMENT

COUNTY OF Chowan

I, Edna L. Snell

Notary Public

in and for said county in said state, hereby certify that Richard P. Snell & Frances K. Snell whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date Given under my hand and seal of office, this 17th day of December A. D. 1964



Edna L. Snell

Notary Public in and for Chowan County, N. Carolina

My Commission expires: March 8 - 1967

STATE OF ALABAMA

WIFE'S ACKNOWLEDGMENT

COUNTY OF _____

I, _____

do hereby certify that on the _____ day of _____ 195, came before me the within named _____

Known to me to be the wife of the within named _____ who being by me examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and seal of office this _____ day of _____ A. D. 195

Notary Public in and for _____ County, Alabama

My Commission expires: _____

(SEAL)

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

COUNTY OF Washington

I, William C. Snell

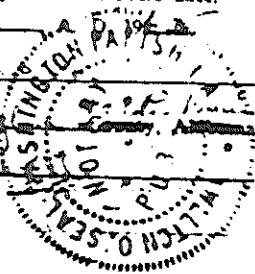
Notary Public

in and for said county in said state, hereby certify that Michael S. Snell & Sandra W. Snell whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and seal of office, this 23 day of December



Notary Public in and for Washington County, Alabama

My Commission expires: at death



STATE OF ALABAMA

WIFE'S ACKNOWLEDGMENT

COUNTY OF _____

I, _____

do hereby certify that on the _____ day of _____ 195, came before me the within named _____

Known to me to be the wife of the within named _____ who being by me examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and seal of office this _____ day of _____ A. D. 195

Notary Public in and for _____ County, Alabama

My Commission expires: _____

(SEAL)

STATE OF ALABAMA

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

COUNTY OF _____

I, _____

in and for said county in said state, hereby certify that _____ a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that _____ the grantor— in the foregoing conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor— and of the other subscribing witness and that each other witness subscribed his name as a witness in his presence.

Given under my hand and official seal this _____ day of _____ A. D. 195

Notary Public in and for _____

BOOK 351 PAGE 745

EXHIBIT "A" To Affidavit

PRINTED FOR IDENTIFICATION:

PRINTED FOR IDENTIFICATION:

251

Witnesses Sign Here

Lessor Sign Here

COMMERCIAL—Form LL-807-6-44.
Reprint 5-52

ALABAMA

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, Dated the 17th day of DECEMBER, 1955,
between RICHARD P. BAER, II, and FRANCES KERNS BAER, his wife, and MICHAEL S. BAER, JR.,
and GWENDOLYN WILLIS BAER, his wife.

Lessor (whether one or more)

and CHEVRON OIL COMPANY, a California corporation, Lessee.

WITNESSETH:

1. Lessor, in consideration of Ten Dollars and / Other Valuable Consideration ~~Twenty Dollars (\$20.00 & OVC)~~
in hand paid, and of the agreements of Lessee herein contained, hereby grants, lets and leases exclusively unto Lessee the land herein-
after described, for the purpose of prospecting, exploring, investigating, drilling and mining for and producing, taking, saving, storing,
treating, processing and owning oil, gas and all other minerals together with all privileges, rights and easements useful or convenient
for Lessee's operations hereunder on said land and on nearby lands, including particularly the following rights (but not excluding
others): to lay pipe lines; to dig canals; and to construct tanks, docks, pump stations, power stations, repressuring plants, recycling
plants, telephone, telegraph and power lines, roads, railroads, bridges, warehouses, houses for its employees and other structures.
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BOOK 351 PAGE 733

EXHIBIT "A"

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Township 3 South, Range 1 West

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Section 17:	(Fractional) All lying South and East of Mobile River	338.00
Section 18:	(Fractional) All lying South and East of Mobile River	52.40
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Township 3 South, Range 1 East (Continued)

	No. of Acres
fractional SE-1/4 of SE-1/4 lying North and East of Jim's Creek; and all of fractional NW-1/4 of NW-1/4 North of Grand Bay	295.97
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Section 22: (Fractional) All	457.20
Section 23: (Fractional) All lying North and East of Raft River, containing 139.38 acres, more or less; and all of Southwest fraction containing 9.32 acres, more or less	148.70
Section 24: (Fractional) All lying West of Tensaw River, containing 196.53 acres, more or less; and all lying on an island in Tensaw River, containing 78.75 acres, more or less	275.28
Section 25: (Fractional) All lying North and West of Raft River	42.50
Section 26: (Fractional) All lying North and East of Raft River; and fractional W-1/2	144.95
Section 27: All	639.24
Section 28: (Fractional) All lying East of Raft River; all of fractional S-1/2 of NW-1/4 lying between Grand Bay and Raft River; and all of fractional NW-1/4 of SW-1/4 lying West of Raft River	357.67
Section 29: (Fractional) All of the S-1/2 lying between Grand Bay and Raft River, containing 67.65 acres, more or less; and all that part lying North and East of Grand Bay in the NE-1/4, containing 7.87 acres, more or less	75.52
Section 30: (Fractional) All lying between Spanish River and Grand Bay; and all of fractional NW-1/4 lying West of Spanish River	46.00
Section 31: (Fractional) All lying between Spanish River and Grand Bay	47.70
Section 32: (Fractional) All of N-1/2 lying South of Raft River; all of fractional N-1/2 of S-1/2; and all lying between Grand Bay and Raft River	264.27
<u>Township 3 South, Range 1 East</u>	
Section 33: (Fractional) All of N-1/2; and all of lots "E", "F" and "G"	395.00
Section 34: (Fractional) All	442.37
Section 35: (Fractional) All of fractional S-1/2; all of fractional N-1/2 lying South of Tensaw River; and all of fractional N-1/2 of NW-1/4 lying North of Tensaw River	372.16
Section 36: (Fractional) All	70.40
Section 38: (Fractional) All of the Josiah Blakely Grant	1,280.00
<u>Township 3 South, Range 2 East</u>	
Section 6: (Fractional) All that part lying West of Tensaw River	30.50
<u>Township 2 South, Range 1 East</u>	
Section 35: (Fractional) All that part lying East of Mobile River	302.80
Section 36: All	640.72
<u>Township 2 South, Range 2 East</u>	
Section 31: (Fractional) All that part lying West of Tensaw River	97.01
TOTAL	15,069.24

BOOK 351 PAGE 741

Less and except 73.96 acres for Channel Area described as:

All that tract or parcel of land lying in Township 3 South, Range 1 East, bounded on the Northeast and Southwest by other lands of Richard P. Baer & Co., on the Northeast by Big Briar Creek, and on the Northwest by the Mobile River, being more fully described as:

Beginning at a point on the East edge of the Mobile River which is South 14 degrees 48 minutes West 5977.7 feet from the center of the concrete pier at the East end of the Louisville & Nashville Railroad bridge over the Mobile River; thence South 2 degrees 59 minutes East 480 feet; thence South 47 degrees 59 minutes East 5024.9 feet to the West edge of the Big Briar Creek; thence along the meandering edge of Big Briar Creek to a point which is South 26 degrees 30 minutes East 988.3 feet; thence South 42 degrees 01 minute West 137.5 feet; thence North 47 degrees 59 minutes West 5971.4 feet; thence North 72 degrees 59 minutes West 1000.0 feet to a point on the East edge of the Mobile River; thence along the meandering edge of the Mobile River to a point which is North 67 degrees 12 minutes East 1394.6 feet to the beginning.

73.96

Containing in the aggregate..... 14,995.28

SIGNED FOR IDENTIFICATION:

Richard P. Baer, II

SIGNED FOR IDENTIFICATION:

Michael S. Baer, Jr.

SIGNED FOR IDENTIFICATION:

Frances Kerns Baer

SIGNED FOR IDENTIFICATION:

Gwendolyn Willis Baer

BOOK 351 PAGE 742

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed
and the following tax collected on

MAR 15 1966 4:30 P
Deed \$1500 Mort. \$749.80
Book 251 Page 737-75
Judge of Probate
By Alvin

containing 14,995.28 acres of land more or less; including all minerals underlying easements and right-of-way which traverse or adjoin said land; and also, in addition to the above described land, all land adjoining the same and owned or claimed by Lessor.

This lease shall cover all the interest actually owned or claimed by Lessor, even though incorrectly stated above. For the purpose of calculating any payments based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated, whether they actually contain more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years and no months from the date hereof, called "primary term," and, after the expiration of the primary term, shall remain in force so long as either or both of the following conditions shall prevail without cessation or interruption of more than three consecutive months: (a) so long as oil, gas or other mineral, or any one or more of them, is produced from said land hereunder; (b) so long as Lessee is engaged in drilling, mining or reworking operations on said land hereunder.

3. If drilling or mining operations are not commenced on said land on or before twelve (12) months from this date, this lease shall terminate as to both parties unless Lessee, on or before the expiration of said period, shall pay or tender to Lessor or to Lessor's credit in Washinton Bank & Trust Company Bayou La Porte, Louisiana or any successor, the sum of Fourteen Thousand Nine Hundred Ninety-five & 28/100 DOLLARS (\$14,995.28), which shall extend for twelve (12) months the time within which such operations may be commenced. Thereafter, annually in like manner and upon like payments or tenders of the sum Fourteen Thousand Nine Hundred Ninety-five & 28/100 DOLLARS (\$14,995.28), such operations may be further deferred for successive periods of twelve months each during the primary term. All such payments are herein called "rental." Such operations shall be deemed to be commenced when the first material is moved in or the first work done. The down cash payment is consideration for this lease according to its terms, and shall not be allocated as a mere rental for a period. Payments or tenders of rental may be made by mailing or delivering cash or Lessee's check to Lessor or to any depository bank on or before such date of payment. If any depository bank shall fail or refuse to accept rental, this lease shall not terminate, nor Lessee be held in default for failure to pay rental, unless Lessee shall fail to pay such rental for thirty (30) days after Lessor has delivered to Lessee a recordable instrument designating another depository bank. Any bank herein or hereinafter designated as depository shall continue as such, and as Lessor's agent, regardless of changes in ownership of Lessor's interest. Lessee may pay rentals jointly to all parties having any interest therein. Lessee may at any time or times surrender this lease as to all or any portion of said land by delivering to Lessor or to the depository bank or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered, and thereafter the rental shall be reduced in the same proportion that the acreage covered hereby is reduced.

4. If at any time or times during the primary term, after Lessee has commenced drilling, mining or reworking operations or has secured production of oil, gas, or other mineral, all such operations and all such production shall cease for any cause, this lease shall not terminate if Lessee shall commence or resume any of such operations, production of any such mineral, or payment of rental, by the next rental paying date or by the end of the primary term, whichever comes first—but within three months after such cessation, is case the next rental paying date or the end of the primary term comes less than three months after such cessation.

5. Royalties to be paid by Lessee are: (a) on oil, one-eighth ($\frac{1}{8}$) of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected or into storage furnished by Lessor; Lessee may from time to time purchase any royalty oil, paying therefor the market price prevailing for the field where produced on the day it is run to the pipe lines or storage tanks, or if no such market price is established, the price for which Lessee sells its share

of such oil, less the costs of handling and transportation to the point of sale; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used, the market value at the well of one-eighth ($\frac{1}{8}$) of the gas so sold or used, provided that on gas sold at the well the royalty shall be one-eighth ($\frac{1}{8}$) of the amount realized from such sale; (c) on sulphur, seventy-five cents (75c) per long ton mined and marketed; (d) on all other minerals, one-eighth ($\frac{1}{8}$) of that mined and marketed in kind or value at the well or mine, at Lessee's election. Where gas has been discovered on said land or on land pooled and consolidated with any of said land, Lessee at Lessee's election may at any time or times during or after the primary term pay Lessor as royalty (in addition to the royalties provided above) the sum of \$1.00 per acre for each acre of said land then covered by this lease, or the gross sum of \$200.00, whichever is greater, and it shall be considered that gas is being produced hereunder for a period of one year from the date on or for which any such payment is made. Any such payment may be made in the same manner as provided elsewhere in this lease for the payment of rental, and Lessee shall notify Lessor thereof, at Lessor's address last known to Lessee. Lessee may use, free of royalty, oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder and for repressuring the oil and gas formations in the field.

6. Lessee shall pay for damages caused by Lessee's operations to houses, barns, growing crops and fences. Lessee shall have the right during or within one year after the life of this lease to remove all Lessee's property and fixtures, including the right to draw and remove all casing. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth. No well shall be drilled closer than 200 feet to any residence or barn now on said land unless another location is impracticable. Lessee agrees to drill such wells, but only such wells, as a reasonably prudent operator would drill under the same or similar circumstances: (a) in order to prevent substantial net uncompensated drainage from said land by wells located on adjoining land not owned by Lessor; and (b), after discovery of oil on said land, in order most efficiently and economically to develop said land. No forfeiture or cancellation of this lease shall affect or include any well being drilled, worked on, or produced hereunder, or the drainage area of any such well, or any other part of this lease as to which Lessee is not in default.

7. The rights of Lessor and Lessee hereunder may be assigned in whole or in part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee, and Lessee may continue to make payments precisely as if no change had occurred. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner, and failure by one to pay rental shall not affect the rights of others—rental being apportionable in proportion to acreage.

8. Whenever any cause beyond Lessee's control (such as fire, flood, windstorm or other acts of God; law, order or regulation of any governmental agency; or inability to secure men, material, or transportation as a result of any war) prevents, interrupts or interferes with any of Lessee's operations hereunder this lease shall not be terminated, nor shall Lessee be held liable.

9. Lessee may at any time or times pool and consolidate this lease, in whole or in part, or as to any stratum or strata, with adjacent lands and leases, so as to constitute a unit or units not substantially exceeding the size required for the most efficient and economical location and spacing of wells in the field or pool, or the size (if any) approved by State or Federal authorities, by delivering to Lessor or to the depository bank or by filing for record an instrument so declaring. Drilling, mining, or reworking operations upon, or production of any mineral from any part of any such unit shall be treated, for all purposes hereunder, as such operations upon or production from this lease. Upon production from any part of any such unit, Lessor shall be entitled to royalties calculated as follows: there shall be allocated to the portion of this lease included in such unit a fractional part of such production, in the ratio that the number of acres of this lease included in such unit bears to the total number of acres of all lands and leases included in such unit, and Lessor shall be entitled to the royalties in this lease provided, on such fractional part of such production, and no more. Provided, that if State or Federal authorities shall prescribe a different method of allocation, the method so prescribed shall prevail.

10. Lessor warrants and agrees to defend the title to said lands, or to the interest therein which this lease expressly purports to cover. The royalties hereinabove provided are determined with respect to the entire mineral estate, and if Lessor owns a lesser interest, the royalties to be paid Lessor shall be reduced proportionately. The rental hereinabove provided is determined with respect to the interest which this lease purports to cover, and if Lessor owns a lesser interest, the rental to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Witnesses Sign Here

Lessor Sign Here

RICHARD P. BAER, II

FRANCES KERNS BAER

MICHAEL S. BAER, JR.

GWENDOLYN WILLIS BAER

Connie M. Crawford
Shirley H. Kellingsworth
Connie M. Crawford
Shirley H. Kellingsworth

Notary Public in and for _____ County, Alabama

My Commission expires: _____

(SEAL)

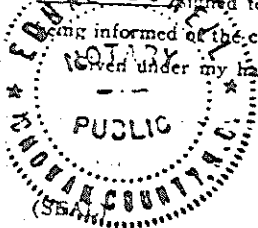
BOOK 351 PAGE 744

STATE OF ALABAMA North Carolina GENERAL ACKNOWLEDGMENT

COUNTY OF Chowan

I, Edna L. Snell

said county in said state, hereby certify that Richard P. Bailey & Frances K. Davis in and for
signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that
being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.
Given under my hand and seal of office, this 17th day of December, A. D. 1966



Notary Public in and for Chowan N. Carolina County, Alabama

My Commission expires: March 8 - 1967

STATE OF ALABAMA

WIFE'S ACKNOWLEDGMENT

COUNTY OF _____

I, _____

the said county and state, do hereby certify that on the _____ day of _____, 195, came before me
the within named _____

Known to me to be the wife of the within named _____, who being by me examined separate and apart from her husband
touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without
fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and seal of office this _____ day of _____, A. D., 195

Notary Public in and for _____ County, Alabama

My Commission expires: _____

(SEAL)

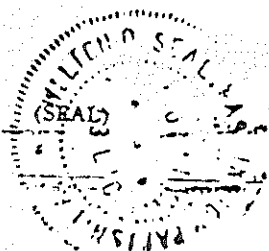
STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

COUNTY OF Washington

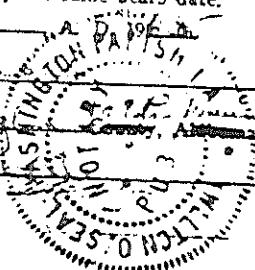
I, Michael S. Davis

said county in said state, hereby certify that Michael S. Davis & Gwendolyn Williams in and for
are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that
being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.
Given under my hand and seal of office, this 23 day of December



Notary Public in and for Washington La. County, Alabama

My Commission expires: at death



STATE OF ALABAMA

WIFE'S ACKNOWLEDGMENT

COUNTY OF _____

I, _____

the said county and state, do hereby certify that on the _____ day of _____, 195, came before me
the within named _____

Known to me to be the wife of the within named _____, who being by me examined separate and apart from her husband
touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without
fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and seal of office this _____ day of _____, A. D., 195

Notary Public in and for _____ County, Alabama

My Commission expires: _____

(SEAL)

STATE OF ALABAMA

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

COUNTY OF _____

I, _____

said county in said state, hereby certify that _____ in and for
going conveyance, known to me, appeared before me this day, and being sworn, stated that _____, a subscribing witness to the fore-
the grantor— in the foregoing conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing
witness, on the day the same bears date; that he attested the same in the presence of the grantor— and of the other subscribing
witness and that such other witness subscribed his name as a witness in his presence.

Given under my hand and official seal this _____ day of _____, A. D. 195

Notary Public in and for _____

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Richard P. Baer, II, to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of W. C. Waldrop d/b/a W. C. Waldrop and Company.

Witness my hand, this the 6th day of April, 1967.

Alice J. Duck, Clerk

W. C. WALDROP d/b/a W. C. WALDROP AND COMPANY,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
RICHARD P. BAER, II,	X	AT LAW
Defendant	X	CASE NO. <u>7453</u>

1.

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00), due from him by account on the 20th day of December, 1965, which sum of money with the interest thereon is still unpaid.

2.

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00), due from him on account stated between the plaintiff and defendant on the 20th day of December, 1965, which sum of money with the interest thereon is still unpaid.

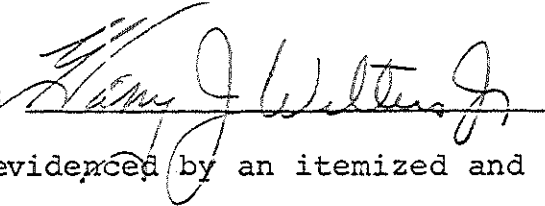
3.

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00), due from him by account on the 20th day of December, 1965, for work and labor done

for the Defendant by the Plaintiff on the 20th day of December,
1965, at his request, which sum of money with the interest
thereon is still unpaid.

WILTERS & BRANTLEY

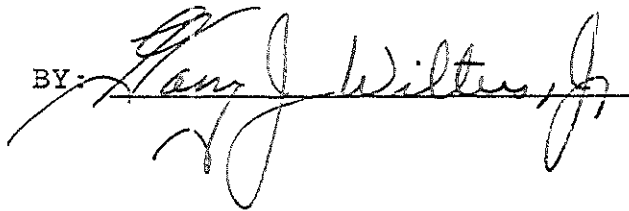
BY:



The account sued on is evidenced by an itemized and
verified statement of account filed herewith.

WILTERS & BRANTLEY

BY:



FILED

APR 6 1967

ME L. BOK, CLERK
REGISTER

Lee H. Coldrop

EXHIBIT "A"

LANDS IN BALDWIN COUNTY, ALABAMATownship 4 South, Range 1 EastNo. of Acres

Section 2:	(Fractional) All	421.15
Section 4:	(Fractional) All of N-1/2, and all of SE-1/4	333.55
Section 10:	(Fractional) All	448.48
Section 11:	(Fractional) All of SW-1/4 of SW-1/4; all of N-1/2; and all of SE-1/4	268.00
Section 13:	(Fractional) All lying between Minetta Bay and the River	51.00
Section 14:	(Fractional) All of NW-1/4, and all of S-1/2	189.76
Section 15:	(Fractional) All	233.17
Section 22:	(Fractional) All of N-1/2; and all of N-1/2 of S-1/2	182.41
Section 23:	(Fractional) All of NW-1/4; and all of N-1/2 of SW-1/4	220.30
Section 24:	(Fractional) All lying between Minetta Bay and the River	140.20

Township 3 South, Range 1 West

Section 25:	(Fractional) All lying between Grand Bay and Spanish River	25.50
Section 36:	(Fractional) All of NE-1/4 lying East of Spanish River	2.57

Township 3 South, Range 1 East

Section 1:	(Fractional) All lying West of Tensaw River	604.50
Section 2:	(Fractional) All lying South and East of Mobile River	602.46
Section 3:	(Fractional) All lying South and East of Mobile River	455.60
Section 4:	(Fractional) All lying South and East of Mobile River	223.00
Section 5:	(Fractional) All lying South and East of Mobile River	.54
Section 8:	(Fractional) All lying East of Mobile River	80.00
Section 9:	(Fractional) All lying North and West of Chuckfey Bay, containing 142.25 acres, more or less; and all of fractional SE-1/4 lying on an island in Chuckfey Bay, containing 8 acres, more or less	150.25
Section 10:	(Fractional) All lying North and East of Chuckfey Bay, containing 350.35 acres, more or less; and all of fractional SW-1/4 lying on an island in Chuckfey Bay, containing 15.20 acres, more or less	365.55
Section 11:	(Fractional) All lying West of Tensaw River	632.00
Section 12:	(Fractional) All lying North and West of Tensaw River, containing 96.86 acres, more or less; and all lying on an island in Tensaw River, containing 282.15 acres, more or less	379.01
Section 13:	(Fractional) All lying on an island in Tensaw River	452.00
Section 14:	(Fractional) All lying West of Tensaw River	560.68
Section 15:	(Fractional) All lying East and South of Chuckfey Bay, containing 303.36 acres, more or less; and all of fractional NW-1/4 lying on an island in Chuckfey Bay, containing 14.38 acres, more or less	317.74
Section 16:	(Fractional) All lying South and West of Chuckfey Bay, containing 268.69 acres, more or less; and all of fractional NE-1/4 lying on an island in Chuckfey Bay, containing 5.62 acres, more or less; less and except, however, 3.00 acres deeded to Frank C. Norden by Lessors, said deed being recorded in Book 74 N.S. at pages 249-51, Baldwin County, Alabama	271.21
Section 17:	(Fractional) All lying South and East of Mobile River	338.00
Section 18:	(Fractional) All lying South and East of Mobile River	52.40
Section 19:	(Fractional) All lying between Mobile River and Spanish River and Grand Bay	198.59
Section 20:	(Fractional) All of fractional NE-1/4; and all of fractional N-1/2 of SE-1/4, and all of	

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file

Township 3 South, Range 1 East (Continued)

No. of Acres

	fractional SE-1/4 of SE-1/4 lying North and East of Jim's Creek; and all of fractional NW-1/4 of NW-1/4 North of Grand Bay	295.97
Section 21:	(Fractional) All	
Section 22:	(Fractional) All	443.66
Section 23:	(Fractional) All lying North and East of Raft River, containing 139.38 acres, more or less; and all of Southwest fraction containing 9.32 acres, more or less	457.26
Section 24:	(Fractional) All lying West of Tensaw River, containing 196.53 acres, more or less; and all lying on an island in Tensaw River, containing 78.75 acres, more or less	148.70
Section 25:	(Fractional) All lying North and West of Raft River	275.28
Section 26:	(Fractional) All lying North and East of Raft River; and fractional W-1/2	42.50
Section 27:	All	144.95
Section 28:	(Fractional) All lying East of Raft River; all of fractional S-1/2 of NW-1/4 lying between Grand Bay and Raft River; and all of fractional NW-1/4 of SW-1/4 lying West of Raft River	639.24
Section 29:	(Fractional) All of the S-1/2 lying between Grand Bay and Raft River, containing 67.65 acres, more or less; and all that part lying North and East of Grand Bay in the NE-1/4, containing 7.87 acres, more or less	357.67
Section 30:	(Fractional) All lying between Spanish River and Grand Bay; and all of fractional NW-1/4 lying West of Spanish River	75.52
Section 31:	(Fractional) All lying between Spanish River and Grand Bay	46.00
Section 32:	(Fractional) All of N-1/2 lying South of Raft River, all of fractional N-1/2 of S-1/2; and all lying between Grand Bay and Raft River	47.70
		264.27

Township 3 South, Range 1 East

Section 33:	(Fractional) All of N-1/2; and all of lots "E", "F" and "G"	395.00
Section 34:	(Fractional) All	442.37
Section 35:	(Fractional) All of fractional S-1/2; all of fractional N-1/2 lying South of Tensaw River; and all of fractional N-1/2 of NW-1/4 lying North of Tensaw River	
Section 36:	(Fractional) All	372.16
Section 38:	(Fractional) All of the Josiah Blakely Grant	70.40
		1,280.00

Township 3 South, Range 2 East

Section 6:	(Fractional) All that part lying West of Tensaw River	30.50
------------	---	-------

Township 2 South, Range 1 East

Section 35:	(Fractional) All that part lying East of Mobile River	302.80
Section 36:	All	640.72

Township 2 South, Range 2 East

Section 31:	(Fractional) All that part lying West of Tensaw River	97.01
-------------	---	-------

TOTAL 15,069.24

BOOK 351 PAGE 741

No. of Acres

Less and except 73.96 acres for Channel Area described as:

All that tract or parcel of land lying in Township 3 South, Range 1 East, bounded on the Northeast and Southwest by other lands of Richard P. Baer & Co., on the Northeast by Big Briar Creek, and on the Northwest by the Mobile River, being more fully described as:

Beginning at a point on the East edge of the Mobile River which is South 14 degrees 48 minutes West 5977.7 feet from the center of the concrete pier at the East end of the Louisville & Nashville Railroad bridge over the Mobile River; thence South 2 degrees 59 minutes East 480 feet; thence South 47 degrees 59 minutes East 5024.9 feet to the West edge of the Big Briar Creek; thence along the meandering edge of Big Briar Creek to a point which is South 26 degrees 30 minutes East 988.3 feet; thence South 42 degrees 01 minute West 137.5 feet; thence North 47 degrees 59 minutes West 5971.4 feet; thence North 72 degrees 59 minutes West 1000.0 feet to a point on the East edge of the Mobile River; thence along the meandering edge of the Mobile River to a point which is North 67 degrees 12 minutes East 1394.6 feet to the beginning.

73.96

Containing in the aggregate..... 14,995.28

SIGNED FOR IDENTIFICATION:

Richard P. Baer, II

SIGNED FOR IDENTIFICATION:

Michael S. Baer, Jr.

SIGNED FOR IDENTIFICATION:

Frances Kerns Baer

SIGNED FOR IDENTIFICATION:

Gwendolyn Willis Baer

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ATTACHMENT NOTICE

The State of Alabama,
Baldwin County

No. 7453

CIRCUIT COURT

Term, 19

W. C. WALDROP, d/b/a W. C. WALDROP

AND COMPANY

PLAINTIFFS

vs.

RICHARD P. BAER, II

DEFENDANTS

ATTACHMENT

no. 7453

WHEREAS W. C. Waldrop, d/b/a W. C. Waldrop and Company
as Plaintiff in said cause, has obtained an Attachment out of this Court, issued the 18th
day of April 1967, against the estate of the said defendant

Richard P. Baer, II

which Attachment has been levied upon his undivided three-fourths interest in the
County, Alabama the following described Real estate in Baldwin
as the property of the said defendant, to-wit:

and whereas, it appears that the said Richard P. Baer, II

Defendant as aforesaid is a non-resident of the State of Alabama whose last known
address was: P. O. Box 109, Edenton, North Carolina

NOW, THEREFORE, the said Richard P. Baer, II
wherever he may reside is hereby notified of the levy and pendency of said Attachment.

Witness my hand, this 1 day of May, 1967.

Deane L. Smith, Clerk

No 7453 Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiffs

vs.

Defendants

NOTICE TO NON-RESIDENTS
OF ATTACHMENT

Issued _____, 19 _____

Clerk.