

8056  
29157

BOOK 1271 PAGE 151

# OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 2nd day of November, 1953, by and between

MAX MANSDORF, a single man

party of the first part, herein styled "Lessor,"

and JOSEPH M. GROSS  
party of the second part, herein styled "Lessee."

WITNESSETH: That for and in consideration of \$1200.00 Dollars lawful money of the United States of America, to the Lessor paid, and of other valuable considerations, the receipt of all of which is hereby acknowledged, and in consideration of the covenants and agreements hereinafter contained by the Lessee to be kept and performed, the Lessor has granted, leased, let and demised, and by these presents does grant, lease, let and demise unto the Lessee, its grantees, successors and assigns, the land and premises hereinafter described, with the sole and exclusive right to the Lessee to drill for, produce, extract, take and remove oil, gas, asphaltum and other hydrocarbons (and water without cost for its operations) from, and to store the same upon, said land during the term hereinafter provided, with the right of entry thereon at all times for said purposes, and to construct, use, maintain, erect, repair and replace thereon and to remove therefrom all pipe lines, telephone and telegraph lines, tanks, machinery, buildings and other structures which the Lessee may desire in carrying on its business and operations on said land, or adjoining or neighboring premises.

Nothing herein contained shall be deemed to give Lessee the right to take  
oil, gas, or other minerals, or to drill or mine.

operated by Lessee, with the further right to the Lessee or any of its subsidiaries to erect, maintain, operate and remove a plant with all necessary appurtenances, for the extraction of gasoline from gas produced from said land and/or other premises in the vicinity of said land, including all rights necessary or convenient thereto, together with rights-of-way for passage over, upon and across, and ingress and egress to and from, said land, for any or all of the above mentioned purposes. The possession by the Lessee of said land shall be sole and exclusive, excepting only that the Lessor reserves the right to occupy said land or to lease the same for agricultural, horticultural, or grazing uses, which uses shall be carried on subject to, and with no interference with, the rights or operations of the Lessee hereunder. The land which is the subject of this lease is situated in the County of Ventura, State of California, and is described as follows, to-wit:

## SEE RIDER ATTACHED

That parcel of land recorded as Instrument #5403, March 31st, 1949, Book 865, Official Records Page 530, Ventura County, California.

## RIDER - Page 1 (11/2/53)

### PARCEL "A":

Part of Tract "U", in the County of Ventura, State of California, as the same is designated and delineated upon that certain map entitled "Map of a part of Tract "L" of Rancho Simi, Ventura County, California recorded in Book 5 of Miscellaneous Records (Maps) at Page 5, Records of Ventura County and more particular described as follows:  
Beginning at the Northeast corner of Lot 19 of Tract No. 1 according to the map of M. L. Wicks' Subdivision of part of Tract "U", etc., in Rancho Simi, recorded in Book 5 of Miscellaneous Records (Maps) at page 37, Records of Ventura County, and running thence,  
1st: - North 89°58' East 127.20 feet along the North line of said Tract "U" to the Northwest corner of the parcel of land conveyed by Wicks Realty Syndicate to Moorpark Water, Light and Power Company, by deed dated July 31, 1912 and recorded in Book 136 of Deeds at page 3, Records of Ventura County; thence, along the West line of said land.  
2nd: - South 733.33 feet to a point; thence,  
3rd: - South 89°58' West 127.20 feet to a point in the East line of said Tract 1 as delineated in said Book 5 of Miscellaneous Records (Maps) at Page 37, Records of said County; thence along said East line,  
4th: - North 733.33 feet to the place of beginning.

### PARCEL "B"

Lots 10 to 19 inclusive, Tract No. 1, according to the Map of M. L. Wicks' Subdivision of part of Tract "U", etc., in Rancho Simi, Ventura County, California, recorded in Book 5 of Miscellaneous Records (Maps) at Page 37, Records of Ventura County.  
Also Lots 18 to 34 inclusive, of Tract No. 2, according to the map last above described.  
Also all of Lots 16 and 17 of said Tract No. 2, EXCEPTING therefrom:

- (a) That part thereof conveyed by Rosalie E. Wicks, a widow, to Frank T. Cass and Estelle A. Cass, by deed dated November 6, 1925, and recorded in Book 86 of Official Records at Page 433, Records of Ventura County, described as follows:  
Beginning at a pipe 3/4" in diameter, set on the line between Lots 16 and 13 of Tract No. 2 M. L. Wicks Subdivision, from which a 3"x3" white stake set at the corner common to Lots 13 and 14 of the above mentioned subdivision, bears West 16.18 feet distant; thence from said point of beginning,  
1st: - North 303.7 feet to a pipe 3/4" in diameter; thence,  
2nd: - East 150 feet to a 2"x2" white stake; thence,  
3rd: - South 303.7 feet to a 2"x2" white stake on the South line of Lot 16, thence following the South line of Lot 16,  
4th: - West 150.00 feet to the point of beginning.

BOOK 1168 PAGE 299

- (b) That certain portion of Lot 16 bounded and particularly described as follows:  
Beginning at a point in the South line of said Lot 16 at a point 16.18 feet Easterly from the Northwest corner of Lot 13; thence North 303.70 feet to a point; thence Westerly 282.61 feet to a point in the original center line of Walnut Canyon Road; thence South 31°43' West 12.70 feet along the said Center line of said Walnut Canyon Road to a point; thence South 10°48' West 298.60 feet along said center line of Walnut Canyon Road to a point; thence Easterly along the South line of said Lot 16, 344.68 feet to the point of beginning.

ALSO EXCEPTING the following described parcels of land as conveyed to Ventura County by deed recorded in Book 285 of Official Records at Page 252, for reservoir for the storage of water;

A part of Lots 1, 17 and 18 of Tract No. 2 of the Wicks Subdivision as said Lots are designated and delineated upon that certain map entitled "M. L. Wicks Subdivision of part of Tract 'U' and Addition to Moorpark in the Rancho Simi", and recorded in the office of the County Recorder of Ventura County in Book 5 of Miscellaneous Records (Maps) at page 37, said real property being more particularly described as Parcel (1) and (2) as follows:

PARCEL (1)

A strip or parcel of land 16.00 feet wide lying 8.00 feet on each side of the following described center line:

Beginning at a point on the Northwesterly line of that certain road designated on the above map as "Valley Road" from which point the Southeasterly corner of Lot 1 of Parcel 2 of said Wicks Subdivision bears South 33°52' West 225.21 feet and running thence,

- 1st: - North 31°20' West 187.78 feet to a point; thence,
- 2nd: - North 2°01' East 69.25 feet to a point; thence,
- 3rd: - North 21°05' East 78.74 feet to a point; thence,
- 4th: - North 40°29' East 89.54 feet to a point; thence,
- 5th: - North 18°56' East 145.28 feet to the terminus.

PARCEL (2)

Beginning at the terminus of the center line of Parcel (1) hereinabove described and running thence,

- 1st: - West 40.83 feet to a point; thence,
- 2nd: - North 110.00 feet to a point; thence,
- 3rd: - East 105.00 feet to a point; thence,
- 4th: - South 110.00 feet to a point; thence,
- 5th: - West 64.17 feet to the point of beginning.

approximately one hundred ten (110) acres and contains \_\_\_\_\_ acres, more or less.

TO HAVE AND TO HOLD the same for a term of twenty (20) years from and after the date hereof and so long thereafter as oil or gas, or casinghead gas, or other hydrocarbons substances, or either or any of them, is produced therefrom.

In consideration of the premises it is hereby mutually agreed as follows:

1. Lessee shall pay Lessor as royalty on oil the equal One-Eighth (1/8) part of the proceeds of all oil produced, saved and sold from the leased premises, after making the customary deductions for temperature, water and b. s. at the posted available market price in the district in which the premises are located for oil of like gravity the day the oil is run into purchaser's pipe line or storage tank, and settlement shall be made by Lessee on or before the 25th day of each month for accrued royalties for the preceding calendar month. At Lessor's option exercised not oftener than once in any one calendar year upon Sixty (60) days' previous written notice, Lessee shall deliver into Lessor's tanks on the leased premises, or at mouth of well to pipe line designated by Lessor free of cost, Lessor's royalty oil, provided that Lessee may at any time purchase and take Lessor's royalty oil at said posted available market price. No royalty shall be due to the Lessor for or on account of oil lost through evaporation, leakage or otherwise prior to the marketing of the same or delivery to Lessor if royalty oil is being taken in kind.

2. For all gas produced, saved and sold from said land by Lessee, the Lessee shall pay as royalty the 1/8 part of the net proceeds from the sale of such gas, but nothing herein contained shall be deemed to obligate the Lessee to produce, save, sell or otherwise dispose of gas from said land. For the purpose of having gasoline extracted from gas produced from said land, the Lessee may transport, or cause to be transported, to a gasoline extraction plant located either on said land or on other lands, all or any portion of such gas where it may be commingled with gas from other properties. Lessee shall meter such gas so transported and such meter readings, together with the results of content tests by recognized methods made at approximately regular intervals, at least once every month, shall furnish the basis for computation of the amounts of gasoline and residue gas to be credited to this lease. Gas used or consumed, or lost in the operations of any such plant, shall be free of charge, and Lessee shall not be held accountable to the Lessor for the same or for any royalty thereon. Lessee shall not be required to pay royalty for or on account of any gas used for repressuring any oil-bearing formation which is being produced from by a well or wells on the leased premises, even though such repressuring is done by injecting such gas into wells not situated on the leased premises. The Lessor shall be entitled to gas free of charge from any gas wells on the leased premises for all stoves and inside lights in the principal dwelling houses on said land by making his own connections at a point designated by Lessee, the taking and use of said gas to be at the Lessor's sole risk and expense at all times.

3. Any casinghead gasoline extracted from gas produced from said land shall, at the option of the Lessee, be returned to the oil produced therefrom and shall be treated as a part thereof; otherwise the Lessee shall pay to the Lessor as royalty for such extracted gasoline the equal 1/8 part of the net-proceeds of the sale thereof after deducting transportation and extraction costs, or of the Lessee's portion thereof if extracted on a royalty basis. If there shall be no available market and/or no public or open market price for the gasoline at the place of extraction, then the Lessee shall be entitled to sell and/or dispose of all the gasoline for the best price and on the best terms obtainable, but in no case shall settlement of royalty be at a less price than that obtained by the Lessee for its portion of the gasoline.

4. The Lessee shall not be required to account to the Lessor for, or pay royalty on, oil, gas or water produced by the Lessee from said land and used by it in its operations hereunder, but it may use such oil, gas and water free of charge.

5. Commencing ~~with the~~ on May 10th, 1954, ~~and the term~~ hereof, if the Lessee has not theretofore commenced drilling operations on said land or terminated this lease as herein provided, the Lessee shall pay or tender to the

*W. M. M. 6*