

27537.

FIRST SEAL: SIX DOLLARS: Established by the Mexican Nation for the year 1824.  
 The interested party paid, in this  
 tribunal in my charge, six dollars,-  
 the cost of the foregoing seal.  
 Town of San Felipe de Austin,  
 July 24, 1824.

No. 154

Austin  
(rubric)

Sylvenus Castleman

Hon. Commissioner Baron de Bastrop:

Town of San Felipe de Austin,  
 July 26, 1824.

Empresario Stephen F.  
 Austin will report whether the  
 petitioner possesses the cir-  
 cumstances and requisites necessary  
 in order to merit the favor  
 which he solicits.

Bastrop  
 (rubric)

I, Jared E. Groce, a native of the United  
 States of America and an actual resident of this Pro-  
 vince of Texas, in your presence say: That, having  
 come to said place with the intention of locating  
 in the colonial settlement permitted by the Superior  
 Government of the Mexican Nation to Empresario Stephen  
 F. Austin, I trust that, admitting me with my family  
 and chattels as one of the first settlers of said col-  
 ony, you may be pleased to grant to me and to put me

in possession of the portion of land which the law concedes to colonists, it being understood  
 that I have nearly one hundred slaves and considerable other property and that I am ready to  
 cultivate that which may be assigned me, subjecting myself in all cases to the governing laws,  
 and to defend the rights of the independence and liberty of the country. Therefore, I beg you  
 to be pleased to do as I have requested, for therein I shall receive favor and justice.

Town of San Felipe de Austin, July 26, 1824.

Mr. Commissioner:

In virtue of your foregoing decree, I must say that the petitioner, Jared E. Groce,  
 is entitled to the favor which he solicits and may be admitted as a resident of this new col-  
 ony because of his good qualities and circumstances and his well known application to agricul-  
 ture, stockraising and industries; and, in consideration hereof and because of his having nearly  
 one hundred slaves and may be very useful to the new settlement and to the province because of  
 the property that he brought, two haciendas of land may be conceded to him.

San Felipe de Austin, July 26, 1824.

Estevan F. Austin  
 (rubric)

In the town of San Felipe de Austin, on the twenty seventh day of the month of July,  
 one thousand eight hundred twenty four. We, Baron de Bastrop, Sixth member of the Most Excel-  
 lent provincial Deputation of Texas and Government Commissioner, and Stephen F. Austin, Em-  
 presario for the purpose of founding a new colony in this Province: By virtue of the commis-  
 sion conferred upon the former by the Governor of this Province, Lieutenant Colonel Luciano  
 Garcia, in his decree of July 16, 1823, and of the order of the Political Chief of this Pro-  
 vince, Jose Antonio Saucedo, dated June 23, 1824, and of the power conceded to both in conse-  
 quence of that of the Superior Mexican Government dated the 18th of February, confirmed by the  
 decrees of the Sovereign Constituent Congress and of the Supreme Executive Power dated the  
 11th and 14th of April, 1823, and of that of the Commander in Chief of these Provinces, Briga-  
 dier Felipe de la Garza, issued the 16th day of June of said year in the document formulated  
 at the instance of said Empresario Stephen F. Austin concerning the imigration of three hundred  
 foreign families who must settle in this Province: Exercising the power conceded to us by said  
 commission and decrees and noting the merit and circumstances found in the person of the peti-  
 tioner, Jared E. Groce, according to the preceding report, we have decided to grant and con-  
 cede to him and, by these presents and in the name of the Government of the Mexican Nation, we  
 do grant and concede to the said Jared E. Groce, to his heirs and successors, two haciendas

of land situated, one part on Oyster Creek east side of the Brazos, another part on the east margin of the Brazos at the crossing of Coshatee Road, and another part at the place where said Groce settled on his first arrival, between LaBahia and Coshatee Roads east of the Brazos; all without facility for irrigation and solely with the use of permanent water; of which lands we shall put him in possession, delivering to him the corresponding title for his safeguard, as soon as he shall have paid the fees designated in the fee bill circulated by the Political Chief of the Province of Texas on the 20th of May of this year. In testimony whereof, we sign with witnesses of assistance, said day, month and year, to which we certify.

The Baron de Bastrop  
(rubric)

Estevan F. Austin  
(rubric)

Of Assistance,  
John Austin  
(rubric)

Of Assistance,  
Samuel M. Williams  
(rubric)

We, said Commissioner Baron de Bastrop and Empresario Stephen F. Austin, the witnesses, Samuel Kennedy, Charles Johnson, David Shelby, the adjoining owners, the surveyor, Horacio Chriesman, and the interested party, Jared E. Groce, went to one of the said haciendas which, by the preceding act, we have granted to this last and which is situated on Oyster and Bastrop Creeks, east side of the Brazos River, and a distance of three leagues, more or less, from the edge of the sea. And from a point on the line run to the east from the lower corner of the half league of Asa Mitchell and the upper corner of the half league of John P. Coles on the east margin of the Brazos River where a landmark was set in the prairie at a distance of 2568 varas east of Oyster Creek and 1595 varas west of the southeast corner of the league of Asa Mitchell, and 520 varas west of a red oak 14 inches in diameter marked JEG, the surveyor began the survey of said Hacienda. Thence he measured 7838 varas to the south, crossing said Oyster Creek, where another landmark was set on the boundary line of attract of Empresario Stephen F. Austin. Thence east 1595 varas where set a landmark a distance of 4 varas from a mulberry situated south 36° west and 8 varas from an elm north 31° east; this landmark is also situated a distance of 760 varas north of the small prairie called in English Buffalo Camp Prairie and 1160 varas west of said Oyster Creek. Thence south 3640 varas where another landmark was set in said small prairie. Thence east 14408 varas where set another landmark in the prairie. Thence north 5000 varas where set another landmark. Thence west 7540 varas where set another landmark in the timber. Thence north 6478 varas where set another landmark a distance of 320 varas north of said Bastrop Creek and 6 varas from a walnut 10 inches in diameter situated north 72° west and 30 varas from an oak 6 inches in diameter south 16° east. Thence west 8463 varas to where the first line began, comprising within all said lines the area of five square leagues of land and being contiguous on the west with lands of Empresario Stephen F. Austin, on the south with lands of the Nation, on the north with lands of Asa Mitchell and of the Nation. Then, accompanied by the witnesses, Robert Ray, John Peterson, and Luis Demos, and the surveyor, Seth Ingram, and the adjoining owners, we went to two leagues of land which compose part of the other hacienda which, by the foregoing act, we have granted to said Jared E. Groce and which are situated on the east margin of the Brazos River at the crossing of the Coshatee Road. And from the upper corner of the league of John Irons which is a walnut 2 feet in diameter marked <sup>JEG</sup>SWC and situated a distance of 9½ varas from a tree called, in English, <sup>JEG</sup>Wild China tree south 55° east and 15 varas from a walnut north 61° east, both marked <sup>JEG</sup>SWC, the surveyor began. Thence he measured 5000 varas to the north 80° east where another landmark was set in the prairie. Thence north 10° west 10000 varas where another land mark was set. Thence west 4700 varas to said Brazos River at a walnut 16 inches in diameter and marked <sup>JEG</sup>NWC and situated a distance of 4½ varas from a white oak north 37° east. marked <sup>JEG</sup>NWC. Thence following the meanders of the river downward to the place of beginning, comprising within said

lines the area of two league of land and being contiguous on the west with said Brazos River, on the south with the league of John Irons, and on the other sides with lands of the Nation. Then, accompanied by the witnesses, Bowlan Whiteside, William C. White, and Munson, and the surveyor, Bartlett Sims, and the adjoining owners, and the interested party, Jared E. Groce, we went to three leagues of land which compose the remainder of the lands which, by the foregoing act, we have granted to said Jared E. Groce, situated between Labahia Road and Cushattee on the east margin of the Brazos River, at the place called Groces' Retreat. And from the lower corner of the league of Isaac Jackson which is a landmark situated on the east margin of said river and a distance of 10 varas from a sycamore  $3\frac{1}{2}$  feet in diameter south  $13^{\circ}$  west marked JEG and 5 varas from an ash north  $4^{\circ}$  east marked JJ, the surveyor began. Thence he measured 1800 varas to the east to the southeast corner of the league of said Jackson. Thence north 600 varas. Thence east 9380 varas where set another landmark. Thence south 6600 varas where set another landmark. Thence west 9120 varas where set another landmark. Thence south 2000 varas where set another landmark. Thence west to the northeast corner of the league of Thomas Stevens which is a landmark situated a distance of 5 varas from an elm 14 inches in diameter south  $8^{\circ}$  west marked TS and 6 varas from a willow north  $30^{\circ}$  east marked JEG. Thence west 600 varas to said Brazos River at the upper corner of the league of said Thomas Stevens which is a landmark situated a distance of 6 varas from an elm 16 inches in diameter north  $80^{\circ}$  east marked JEG, and 5 varas from a hackberry 9 inches in diameter south  $80^{\circ}$  east marked TS. Thence following the meanders of the River upward to where the first line began, comprising within said lines the area of three leagues, more or less, and being contiguous on the west with said river, on the north with lands of Jackson and of the Nation, on the south with lands of Thomas Stevens and of the Nation, and completing in all the quantity of ten leagues of land. We put the said Jared E. Groce in possession of said lands, taking him by the hand, leading him about them and telling him in loud and audible tones that, by virtue of the commission and of the power vested in us and in the name of the Government of the Mexican Nation, we put him in possession of said lands with all their uses, customs, privileges and appurtenances, for him, his heirs and successors. And the said Jared E. Groce, in evidence of finding himself in real and personal possession of said lands without any opposition whatever, shouted aloud, pulled herbs, threw stones, set stakes and performed the other necessary ceremonies; he being reminded of his obligation to cultivate them within two years, the term prescribed by law. In testimony whereof, we, said Commissioner Baron de Bastrop and Empresario Stephen F. Austin, sign with witnesses of assistance for want of a Notary in the terms of the law, to which we certify. In the town of San Felipe de Austin on the twenty ninth day of the month of July, one thousand eight hundred twenty four.

The Baron de Bastrop  
(rubric)

Of Assistance,  
John Austin  
(rubric)

Estevan F. Austin  
(rubric)

Of Assistance,  
Samuel M. Williams  
(rubric)

GENERAL LAND OFFICE

Austin, Texas, May 1, 1930.

I certify that the foregoing six and one-half pages contain a correct translated copy of the original title to Jared E. Groce existing in the Spanish Archives of this office

P. H. Buckley,  
Spanish Translator.

I, J. H. Walker, Commissioner of the General Land Office of the State of Texas, do hereby certify that P. H. Buckley, whose signature is subscribed to the foregoing certificate, is the Spanish Translator of this office, duly qualified according to law, and that her

official acts, as such, are entitled to full faith and credit.

In Testimony Whereof, I have hereunto set my hand and caused the seal of said office to be affixed, the day and date first above written.

J. H. Walker,  
Commissioner.

Filed for Record May 5 1930 at 1 o'clock P.M., W. R. Bratton, Clerk County Court, Brazoria Co., Texas.

27538.

- - - 0 0 0 - - -

AN AGREEMENT, entered into this 9th day of April 1930, between A. O. Sperry and Delle M. Sperry, his wife, and R. K. Sperry and Augusta R. Sperry, his wife lessor (whether one or more), of the postoffice of 511 Almond Ave. Long Beach, California, and The Texas Company, a corporation organized under the laws of Delaware, lessee.

1. Lessor, in consideration of the sum of ten and 00/100 dollars (\$10.00), in hand paid, of the royalties herein provided and the agreements of lessee herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building powers, stations, telephone lines and other structures (including houses for employees) thereon, to produce, save, take care of, treat and transport said products, the following described land in Brazoria County, State of Texas, to wit:

Lot 55, H. T. & B. #80, J. S. Talmadge Survey, Abstract 564

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of five years from this date (hereinafter called "primary term") and as long thereafter as either oil or gas is or can be produced from any well on said land; however, lessee at any time may release this lease in whole or in part.

3. The royalties reserved by lessor, and which shall be paid by lessee, are (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor in the pipe line to which the wells may be connected, or, at the option of the lessee, from time to time, the market price at the wells of such one-eighth on the day it is run to the pipe line or storage tanks, lessor's interest in either case to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude, and (b) on gas produced from said land and sold or used off the land or in the manufacture of gasoline, including casinghead gas, the market price at the well of one-eighth of the gas so sold or used, provided that if and when lessee shall sell gas at the wells lessor's royalty thereon shall be one-eighth of the amount realized from such sales. Lessee is hereby given the option of purchasing all or any part of said royalty rights from the lessor at the best bona fide price offered by responsible third parties when and if offered for sale or transfer by lessor.

4. If drilling operations are not commenced on said land on or before 18 mon. from this date, this lease shall then terminate as to both parties, unless lessee shall pay or tender to lessor or to the credit of lessor in Long Beach Main office Bank of Italy Bank at Long Beach, California (which bank is lessor's agent) the sum of twenty five and 00/100 dollars (\$25.00) (hereinafter called "rental"), which shall extend for six months the time within which drilling operations may be commenced. Thereafter, semi-annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of six months during the primary term. The payments or tenders of rental may be made by the check or draft of lessee mailed or delivered to said bank on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material