

Oil and Gas Lease

FROM
J. OWEN POTTER AND WF.

TO
KIMBALL DEVELOPMENT CO

STATE OF NEBRASKA,

County of Saline } ss. This instrument
was filed for record on the 15 day
of May, 19 57, at 1 o'clock P.M.
and duly recorded in Book 98 Page 499
of the records of this office.
By Joseph J. Ripa...County Clerk Register of Deeds,
Deputy

Agreement: Made and entered into this 23 day of Aug., 19 55 by and between
J. Owen Potter & Eleanor Potter (husband & wife)
Dorchester, Nebraska

Party of the first part, hereinafter called lessor (whether one or more) and Kimball Development Co.

Party of the second part, hereinafter called lessee,

WITNESSETH: That the said lessor, for and in consideration of Eight-----Dollars, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Saline, State of NEBRASKA described as follows, to-wit:

S 1/2 of SW 1/4

of Section 30 Township 8 N Range 3 E and containing 80 acres, more or less.

It is agreed that this lease shall remain in full force for a term of Five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made quarterly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value at the mouth of the well, payable monthly at the prevailing market price.

If no well be commenced on said land on or before the 23 day of Aug., 19 56, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Citizens State Bank at Dorchester, Nebr. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Eight & No/100-----dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All such payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

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Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

All expressed or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Signed, sealed and delivered
in presence of:
F. A. Guggenmos Jr.

J. Owen Potter (SEAL)
Eleanor Potter (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEBRASKA, }
County of Saline } ss.

On this 23rd day of August A. D. 19 55, before me a Notary Public duly commissioned and qualified for and residing in said County, personally came J. Owen Potter and Eleanor Potter (husband & wife) to me known to be the identical persons whose name were affixed to the foregoing instrument as lessor, and acknowledged the execution thereof to be voluntary act and deed.

F. A. Guggenmos Jr.
Saline County, Nebraska
Notarial Seal Commission
Expires June 10, 1958

Witness my hand and Notarial Seal the day and year last above written.
My Notarial Commission expires June 10, 19 58.
F. A. Guggenmos Jr.
Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEBRASKA, }
County of } ss.

On this _____ day of _____ A. D. 19 _____, before me a Notary Public duly commissioned and qualified for and residing in said County, personally came _____ to me known to be the identical person whose name _____ affixed to the foregoing instrument as lessor, and acknowledged the execution thereof to be voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.
My Notarial Commission expires _____ 19 _____.
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____ 19 _____, before me the undersigned, a Notary Public in and for said county, personally came _____ President of the _____

to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said _____, and that the Corporate seal of the said _____ was thereto affixed by its authority.

Witness my hand and Notarial Seal at _____ in said county the day and year last above written.
My commission expires _____ 19 _____.

Notary Public