MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That BATSON DEVELOPMENT CO., a corporation organized under the laws of the State of Nebraska, hereinafter called the Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid by JAMES A. BATSON, hereinafter called Grantee, the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign and deliver unto said Grantee an undivided one-half interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land situated in Douglas County, State of Nebraska, to-wit:

Parcel I.

The Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), except the Right of Way of the Union Pacific Railroad Company and that part taken for highway and Tax Lot Two (2).

Parcel II.

The Southwest Quarter $(SW_{\frac{1}{4}})$ of the Northeast Quarter $(NE_{\frac{1}{4}})$ of Section Four (4) and all that portion of the South Half $(S_{\frac{1}{2}})$ of the Northwest Quarter $(NW_{\frac{1}{4}})$ and all that portion of the North Half $(N_{\frac{1}{2}})$ of the Southwest Quarter $(SW_{\frac{1}{4}})$ and all that portion of the Southwest Quarter $(SE_{\frac{1}{4}})$ of the Southwest Quarter $(SW_{\frac{1}{4}})$ lying and being North of the Right of Way of the Union Pacific Railroad Company in Section Four (4) except for those portions of lands deeded to Ruby A. Royce and Roberts Sanitary Dairy and except any land lying East of that land deeded to Roberts Sanitary Dairy.

Parcel III.

In addition to the foregoing transfer and conveyance, there is also transferred, assigned, sold and conveyed an undivided one-half interest in and to all of the oil, gas and other minerals in and under, and that may be produced from all lands contiguous to or adjoining the lands above described which are now and have been occupied and farmed by Grantor and known as the Guy Farm.

All of the foregoing parcels being in Township Fifteen (15) North, Range Ten (10) East of the 6th P. M., in Douglas County, Nebraska, except that part taken for highway, subject to easements of record.

together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom, with the right at any time to remove any or all equipment in connection therewith.

It is understood and agreed that this conveyance shall include one-half of any and all money rentals and bonuses . paid on or with respect to said land for all or any oil, gas and other mineral privileges and same shall be owned by the said Grantee to the extent of one-half thereof.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee herein, his heirs, successors and assigns, perpetually, and in fee simple, and Grantor does hereby bind itself and its heirs, executors and administrators to warrant and forever defend all and singular the said property unto said Grantee herein, his heirs, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, and agrees that the Grantee shall have the right at any time to redeem for Grantor by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its president and its corporate seal to be affixed hereto, this $\frac{29}{36}$ day of $\frac{1}{3}$, 1959.

BATSON DEVELOPMENT CO.

By: ______

President

STATE OF <u>(blorado)</u>
County of James) ss.

On this Aday of the undersigned, a Notary Public in and for said County, personally came JAMES A. BATSON, President of BATSON DEVELOPMENT CO., a corporation, to me personally known to be the President and the identical person whose name is affixed to the foregoing conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Denner in said county the day and year last above written.

Notary Public.

My Commission expires: My Commission expires March 13, 1961