7-511

MINING OIL AND GAS LEASE

Mrs. Joe Lazure

To

Consumers' Syndicate Ltd., Omaha, Nebraska Filed August 13th, 1943 at 2:20 o'clock P. M.

Louis C. Farnberg, County Clerk

MINING OIL AND GAS LEASE

AGREEMENT, Made and entered in the 23rd day of July, 1943 by and between Mrs. Joe Lazure or Mae Allen Lazure one and the same named party of Ft. Calhoun, Nebraska party of the first part, hereinafter called lessor (whether one or more) and CONSUMERS! SYNDICATE

LTD., Omaha, Nebr. party of the second part, hereinafter called lesses.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00)

and no/100 - - - - - DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and
of the covenants and agreements hereinafter contained on the part of lesses to be paid, kept
and performed, has granted, demised, leased and let and by these presents does grant, demise,
lease and let unto the said lesses, for the sole and nuly purpose of mining and operating for
oil and gas, and laying pipe line, and building tanks, power stations and structures thereon to
produce, mave and take care of said products, all that certain tract of land situate in the
County of Washington, State of Nebraska, described as follows, to-wit:

Southwest Quarter of Section Thirty-one and the Southeast Quarter of Section Thirty-one, Twp. Eighteen N. Range Twelve East of 6th P. M. (320 Acres and the West half of Northeast Quarter Section Eighteen, and the Northwest Quarter of Southeast Quarter Section Eighteen N. Twp. Seventeen N. Range 12 E. 6th P. M. (120 acres), and Ez of Nz of Ez of SE4 of NW4 and Nz of Nz of Ez of SE of Nz of Sec. 17-Twp. 17 R 12 E. 6th P. M. 10 acres.

of Section

Township

Range

and containing 450 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, natural gas, or water, or other minerals, is produced from said land by the lessee or assignee of this lease.

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

- 1. To deliver to the credit of the lessor as moyalty, free of cost, in the pipe line to which the lessee may connect his wells the equal of one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for all oil or like grade and gravity prevailing on the day such crude oil is run into the pipe line or into storage tanks.
- 2. The lessee shall pay lessor, as royalty, one-eighth of the net proceeds from the sale of the gas or water produced from any well on said premises. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense.
- 3. The rights of forfeiture of this lease under any law or laws of the state in which the property covered by said lease is located, insofar as they conflict with the terms of this lease, or any part thereof, are hereby waived by the lessor.
- 4. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless end until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.
- 5. Notwithstanding anything in this lease contained so the contrary, it is expressly agreed that if lesses shall commence drilling operations at any time while this

lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues. Lessee will pay lessor as bonus one-sixteenth of the proceeds of all cil and gas produced on premises described in this leasehold.

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 interests bears to the whole and undivided fee.

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 its 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 allmachinery and fixtures placed on said premises, including the right to draw and remove casing.

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 helrs, 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 that 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 assigns 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, 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 payment of said rental.

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 holders thereof.

The lessee and lessor herein, mutually covenant, agree and associate in joint venture, in consideration whereof, jointly and severally, equally contribute, as sign and convey from their respective leasehold interests herein, in equal parts, and create a one-eighth over-riding Royalty herein in order to acquire, finance, develop, or otherwise dispose of oil and gas leases or any other interests therein. Lessee is granted full management powers, and shall pay collectively to joint coventurers entitled to rentals in said drilling block, oneeighth of the net proceeds derived from all producing oil or gas wells thereon, based upon their proportionate acreage interests share therein.

IN TESTIMONY WHEREOF WE SIGN, this the 23rd day of July, 1943.

By

Witness:

(Mrs Joe) Mae Allen Lazure (SEAL) Lessor

Henry H. Lorenzen

(SEAL)

Albert Diemer

CONSUMERS! SYNDICATE LTD., Omaha, Nebr. (Lessee)

(CONSUMERS' SYNDICATE SEAL)

(SEAL) Roy M. Harrop General Manager

ACKNOWLEDGMENT TO THE LEASE

STATE OF NEBRASKA) COUNTY OF WASHINGTON)

I, Roy M. Harrop a Notary Public in and for said Washington County in the State aforesaid do hereby certify that Mrs. Joe Lazure or Mae Allen Lazure, Ft. Calhoun, Nebraska, who is personally known to me to be the person whose names subscribed to the foregoing Lease, appeared before me this day in person, and acknowledged that who signed, sealed and delivered the said instrument of writing as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of July, A. D. 1943.

(NOTARIAL SEAL)

Roy M. Harrop Notary Public.

A. D. My commission expires Sept. 17th,/1943

MINING OIL AND GAS LEASE

Robert J. Foley and wife.

Consumers' Syndicate Ltd., Omaha, Nebraska.

Filed August 13th, 1943 at 3:45 O'clock P. M.

Louis C. Farnberg, County Clerk

MINING OIL AND GAS LEASE

AGREEMENT, Made and entered into the 22 day of July, 1943 by and between Robert J. Foley and Alma V. Foley (Husband and Wife) of Blair, Nebraska R.F.D. #3 party of the first part hereinafter called lessor (whether one or more) and CONSUMERS Omaha, Nebraska SYNDICATE LID., party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) and no/100 - - - - - 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 the 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 situate in the County of Washington, State of Nebraska, described as follows, to-wit:

Wh of SE and SE of SE Sec. 12 Twp. 17 N. Range 11 E. 6th P. M. (120 agres) Lot 2 in Sec. 12 Twp. 17 N. Range 11 E. of 6th A. M. (23.38 agres) Lot 1 in Sec. Range 11 E. of 6th P. M. (19.51 agres) 15 Twp. 17 N. Range 11 E. of 6th P. M. (19.51 agres) Lots 7 and 8 sec. 7 Twp. 17 N. Range 12 E. of 6th P. M. 1. 25 agres) 4.25 acres).

and containing 160. The acres, more or less. Hange Township

It is agreed that this lease shall remain in force for a term of ten years of Section from this date, and as long thereafter as 611, natural gas, or water, or other minerals, is produced from said land by the lessee or assignee of this lease.

In consideration of the premises, the said lessee covenants and agrees: 1. To deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which the lesses may connect his wells the equal of one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for all oil or like grade and gravity provailing on the day such crude oil is run into the pipe line or into storage tanks.

2. The lessee shall pay lessor, as royalty, one-eighth of the net proceeds from enclused from any well on said premises. The lessor to have gas free