

9-511

MINING OIL AND GAS LEASE

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

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 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 line, 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:

Southwest Quarter of Section Thirty-one and the Southeast Quarter of Section Thirty-one, Twp. Eighteen N. Range Twelve East of 6th P. M. (220 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 $\frac{E\frac{1}{2}}$ of $N\frac{1}{2}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ of $NW\frac{1}{4}$ and $N\frac{1}{2}$ of $N\frac{1}{2}$ of $E\frac{1}{2}$ of SE of $NW\frac{1}{4}$ 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 royalty, 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 forstoves 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 and 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 to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this

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.

My commission expires Sept. 17th, 1943

MINING OIL AND GAS LEASE

Robert J. Foley and wife.

To

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 LTD., 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:

W $\frac{1}{2}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 12 Twp. 17 N. Range 11 E. 6th P. M. (120 acres) Lot 2 in Sec. 12 Twp. 17 N. Range 11 E. of 6th P. M. (23.38 acres) Lot 1 in Sec. 13 Twp. 17 N. Range 11 E. of 6th P. M. (19.51 acres) Lots 7 and 8 Sec. 7 Twp. 17 N. Range 12 E. of 6th P. M. (4.25 acres).

of Section Township Range and containing 160.14 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 royalty, 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

oil produced from any well on said premises. The lessor to have gas free