

OIL AND GAS LEASE

Leasettie Brust, wdo

STATE OF NEBRASKA, }
County of Gage } ss.

This instrument was filed for record on the 11 day of Dec. 19 40 at 11 o'clock A.M., and duly recorded in Book T Page 26 of the records of this office.

TO

O. T. Ross, et al

By Leasettie Brust, wdo Register of Deeds.
W. A. Bonebright

Commence

AGREEMENT, Made and entered into this 15th

day of November

19 40, by and between Leasettie Brust, (widow)

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

O. T. Ross---Floyd E. Leavitt & John O. Sheldahl

Parties of the second part, hereinafter called lessee, **DOLLARS,** That the said lessor, for and in consideration of **One & No/100-----** 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 **Gage** State of **Nebraska**, described as follows, to-wit:

Northeast Quarter

of Section

8

Township

6

Range

6

and containing

160

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, but the term of this lease shall terminate if no oil or gas is produced from said land within the term of **Five** years from this date, and as long thereafter as oil or gas, or either of them, is produced 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 he 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 of the premises, said payments to be made **Semi-annually** 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 for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made **Semi-annually**

If no well be commenced on said land on or before the **1st** day of **January**, 19 **42**, 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 **Hallam** Bank

at the sum of **One hundred sixty-----** months from said date. In like manner and upon like payments or tenders the commencement of a well for **twelve** months from said date, and the lessor shall have the right to drill such well to completion with the privileges granted to the date when said first rental is payable as aforesaid. And it is understood that the commencement of a well may be further deferred or completed within the term of said lease, and that the lessee shall have the option of extending that period as aforesaid, and any and all other rights conferred, and 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, then this lease shall terminate. 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.

The lessor 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. 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. Lessee shall pay for damages caused by the operation of the well on said premises, without the written consent of the lessor.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, this lease shall continue and be in force with the like effect as if such well had been completed within the term of this lease.

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 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 lease 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 the whole, that the assignee or assignees shall be bound by the terms hereof, and shall be liable therefor as if he or they were the original lessee or lessees, and the original lessee or lessees shall make due payments of said rentals.

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, if it is further agreed between the parties hereto that in the event the lessor or lessee shall fail to pay any of the rentals within thirty days after same becomes due, an affidavit signed before a notary-public by the lessors and the Bank herein designated, shall operate as a cancellation of this lease, upon filing same in the recorder's office of the county wherein the above-described land is situated.

Signed, sealed and delivered in presence of

Frank J. Sturma

Leasettie Brust

O. T. Ross

John O. Sheldahl

Floyd E. Leavitt

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF NEBRASKA, } ss.

COUNTY OF Gage

On this 4th

day of December

A. D. 19 40

, before me a Notary

publicly commissioned

and qualified for and residing in said County, personally came

Leasettie Brust

to me known to be the identical person

whose name is attached to the foregoing ~~instrument as lessor~~ instrument as lessor, and acknowledged the execution thereof to be

her voluntary act and deed.

Witness my hand and Notarial Seal

the day and year last above written.

My Notarial Commission expires **Sept. 29, 1942**

19 42

J. A. Bonebright

Notary Public

J. A. Bonebright

Notarial Seal

Commission expires **Sept. 29, 1942**

Gage County Nebraska