

B w OIL AND GAS LEASE



THIS AGREEMENT made and entered into this 21st day of January 1977

by and between Edna B. Kitzmiller, a widow

325 East Third St., Wray, Colorado 80758

of or more), and Kansas-Nebraska Natural Gas Company, Inc., P. O. Box 15265, Lakewood, Colorado

WITNESSETH: That the lessor, for and in consideration of... and Other... Dollars (\$...), in hand paid, the receipt and assignment of the following described land for the purpose of carrying on geological, geophysical and other exploratory work... Yuma Colorado

Township 1 South, Range 44 West, 6th P. M. Township 1 South, Range 45 West, 6th P. M. Section 31: NE 1/4 Section 23: E 1/2 Section 24: SW 1/4 Section 25: NW 1/4 Recorded Feb. 23, 1977 at 12:30 O'Clock P.M. Reception 401368 Gary E. Stone, Recorder

of Section Township Range together with all submerged lands, accretions, strips and gores adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required as the terms of this lease, be considered as containing exactly 800.00 acres, whether there is more or less. Five (5) years from this date thereafter or until the expiration of the term of the lease... 1. To deliver, free of cost, to the lessor at the well or to the credit of lessor into the pipe line to which lessee may connect its well, an equal one-eighth (1/8th) part of all oil produced and saved from the lease premises or at the lessor's option to pay to the lessor for such one-eighth (1/8th) the market price at the wellhead for oil of a like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.

First National Bank at Wray, Colorado 80758

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division of the land covered by this lease shall be made... 11. In the event lessor dies, the lease shall not terminate... 12. If lessor owns a less interest than the entire fee or mineral estate... 13. All provisions hereof shall be subject to all Federal and state laws and the orders, rules and regulations of all governmental agencies... 14. This lease and all of its terms and conditions shall be binding upon all successors of the lessors and the lessee.

Edna B. Kitzmiller Edna B. Kitzmiller

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MICROFILMED

OIL AND GAS LEASE

FROM EDNA B. KITZMILLER

TO

KANSAS-NEBR. NATURAL GAS CO., INC.

Date Section No. of Acres County

STATE OF COLORADO COUNTY OF YUMA

This instrument was filed for record on the 23rd day of February 19 77 at 12:30 o'clock P. M. and duly recorded in Book 511 Page 84 of the records of this office.

By Marie Ferguson, Deputy Register of Deeds

THE KANSAS BLUE PRINT CO. WICHITA, KANSAS

Notary Public

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF COLORADO COUNTY OF YUMA

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