

622

Form 88—(Producers)  
Kan., Okla. & Colo. 1942 Rev.

B W

# AND GAS LEASE

Tatlook's, Inc.  
1614 COURT PLACE  
DENVER, COLO. 80202  
PHONE 266-1681

THIS AGREEMENT, Entered into this the 29th day of January, 19 70  
between Roy Moser AKA Albert Roy Moser and Fern Moser, his wife  
Box 113, Star Route, Hudson, Colorado

hereinafter called lessor,  
and Hal A. McVey, 444 Seventeenth St., Denver, Colorado hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of ten Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to utilize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such

substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of \_\_\_\_\_

Weld

State of Colorado

and described as follows:

Twp 3 North, Rge 65 West

Twp 2 North, Rge. 65 West

Sec. 28: SE

Sec. 3: N/2 (308 acres)

Sec. 34: SW

In Section XXX, Township XXX, Range XXX, and containing 628 acres, more or less.

2. This lease shall remain in force for a term of five years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal 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 oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty  $\frac{1}{4}$  of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty  $\frac{1}{4}$  of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty  $\frac{1}{4}$  of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 2 hereof; 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 such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 29th day of January, 19 71 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

Weld County Bank XXX at Greeley, Colorado, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of \$628.00 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case 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 for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. 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 land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells, shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby; Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Roy Moser  
Roy Moser

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Fern Moser  
Fern Moser

312 690

325  
mh

BOOK 622 1543721  
STATE OF Colorado } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.) 2  
COUNTY OF Weld  
Before me, the undersigned, a Notary Public, within and for said county and state, on this 29th  
day of January, 1970, personally appeared  
and Roy Moser, k/a Albert Roy Moser and Fern Moser, his wife  
to me personally known to be the identical person s who executed the within and foregoing instrument and acknowledged to me  
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires Jan. 9, 1973 Notary Public.

STATE OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF  
Before me, the undersigned, a Notary Public, within and for said county and state, on this  
day of 19, personally appeared  
and  
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires Notary Public.

STATE OF } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF  
On this day of, A. D. 19, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its President and acknowledged to me that executed the same as free and  
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.  
Given under my hand and seal the day and year last above written.  
My commission expires Notary Public.

No. 1543721

OIL AND GAS LEASE

FROM

TO

Date 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF Colorado ss.  
County of Weld

This instrument was filed for record on the  
day of MAR 11 1970  
at 10 03 o'clock A. M., and duly recorded  
in Book 622 Page 4 of  
the records of this office

By Ann Agnew, Register of Deeds.  
When recorded, return to

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 } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF  
Before me, the undersigned, a Notary Public, within and for said county and state, on this  
day of 19, personally appeared  
and  
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.  
My commission expires Notary Public.

THIS AGREEMENT made this 3rd day of March 1970 between  
Max and Rose Katchen, husband and wife of 220 South Kearney, Denver, Colo.,  
Bessie Katchen of 1526 Quitman, Denver, Colo.

Lessor (whether one or more), and Tom Vessels, First National Bldg., Denver, Colo.  
Lessee, WITNESSETH:

1. Lessor in consideration of Ten and more----- Dollars  
(\$10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets  
exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, other hydrocarbons and,  
without restriction to such enumerated minerals, all other minerals whether similar or dissimilar to those particularly specified herein, laying pipe lines,  
building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and  
housing its employees, the following described land in Weld County, Colorado, to-wit:

S 1/2  
of Section 3 Township 2 North Range 65 West

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically  
described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, in-  
cluding all oil, gas, other hydrocarbons and all other minerals underlying lakes, rivers, streams, roads, easements and rights-of-way which traverse or  
adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain 320 acres,  
whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 5 years from this date (called "primary term") and as long  
thereafter as oil, gas, other hydrocarbons, or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted  
thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the  
wells, or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its  
possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or  
other hydrocarbon substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom,  
the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount  
realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except  
that on sulfur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except  
water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. If a well capable  
of producing gas in paying quantities is completed on the above described land and is shut in, this lease shall continue in effect for a period of one  
year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of delay  
rentals, pay or tender to Lessor as royalty, on or before one year from the date such well is shut in, the sum of \$100.00 per well, and, if such payment or  
tender is made, this lease shall continue in effect for a further period of one year. In like manner and upon like payments or tenders annually, made on  
or before each anniversary of the shut-in date of such well, this lease shall continue in effect for successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from this date, the lease shall then  
terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in  
First National Bank of Denver, Colorado (which bank and its successors are Lessor's agent  
and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance  
or by the death or incapacity of Lessor) the sum of \$320.00-----Dollars

(S. 1/2), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of  
twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred  
for successive periods of twelve (12) months each during the primary term. The payment or tender of rental herein referred to may be made in currency,  
draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly addressed to the Lessor, or said  
bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be  
succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender  
of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such pay-  
ments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period.  
Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or  
portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the  
acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said  
release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease  
according to Lessee's records or to a Lessor who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of  
this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the  
wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), Lessee  
shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in  
the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be cor-  
rected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by any documents and other evidence neces-  
sary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production  
be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or  
operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production  
or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals.  
Upon resumption of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no inter-  
ruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil, gas, or other hydrocarbons on said land  
Lessee should drill a dry hole thereon, or if after discovery of oil, gas, or other hydrocarbons before or during the last year of the primary term the  
production thereof should cease during the last year of said term from any cause, no rental payment or operations are necessary in order to keep the  
lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new  
well or reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the  
expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations  
are commenced within sixty (60) days after such cessation of production; if production is restored or additional production is discovered as a result of  
any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue as long thereafter as oil,  
gas, other hydrocarbons or other mineral is produced and as long as additional drilling or reworking operations are had without cessation of such drill-  
ing or reworking operations for more than sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil  
and gas, or either of them, with any other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly  
develop and operate said premises, such pooling to be into a well unit or units not exceeding forty (40) acres, plus an acreage tolerance of ten per cent  
(10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten per cent (10%) of six hundred  
and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by govern-  
mental authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas  
in any one or more strata, and units so formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to  
any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights  
of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instru-  
ments identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment of  
royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon  
of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalties, as if such operations were on or such production  
were from or such completion were on the land covered by this lease, whether or not the well or wells be located on the premises covered by this lease.  
In lieu of the royalties elsewhere herein specified, Lessor shall receive from a unit so formed, only such portion of the royalty stipulated herein as the  
amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit  
as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether be-  
fore or after production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed  
the acreage content hereinabove specified. In the event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declara-  
tion of unitization identifying and describing the land added to the existing unit; provided, that if such supplemental declaration of unitization is not  
filed until after production is obtained on the unit as originally created, then and in such event the supplemental declaration of unitization shall not  
become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any  
unitized area by filing of record notice of termination.

7. Lessee also shall have the right to unitize, pool, or combine all or any part of the above described lands with other lands in the same general  
area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with  
like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be  
deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, par-  
ticularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development  
requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said  
above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby  
the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land  
shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land  
to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production  
only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and  
approved by any governmental agency by executing the same upon request of Lessee.

8. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of  
all obligation as to the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property  
and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe  
lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without  
Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to crops, or improvements, caused by or resulting from any  
operations of Lessee.

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