

Oil and Gas Mining Lease



00726631

THIS AGREEMENT, Entered into this the 13th day of June, A. D. 1955

between GAYLE WHITTENBAUGH and HELEN WHITTENBAUGH,

hereinafter called lessor,

and W. P. Roland, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten - 00 Dollars (\$ 10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Logan County, Colorado, to-wit: The Northwest Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Three (3), Township Seven (7) North, Range Fifty-four (54), West of the Sixth (6th) Principal Meridian, in Logan County, Colorado,

2. This lease shall remain in force for a term of Five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is or can be produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal part of all oil produced and saved from the leased premises, or at lessee's option, may pay to the lessor for such oil the 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 lessor, as royalty, one-half of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two 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 said gas to be at the lessor's sole risk and expense. 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, one-half of the market value of such gas. If said gas is sold by the lessee, then as royalty, one-half of the proceeds of the sale thereof.

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

Sum of Fifty and No/100ths Dollars (\$ 50.00) to the Security State Bank at Sterling, 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 thereunder, the sum of Fifty and No/100ths Dollars (\$ 50.00) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further 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. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

6. If operations for 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 or off the leased premises, or shall suspend operations on any well at any time, the lessee shall be bound by the next preceding paragraph of 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.

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 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.

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, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessor and it has been furnished with the written transfer or assignment or a certified copy thereof.

10. If the leased premises 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 such 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, 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 lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to cancel or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment to or for said estate. 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.

11. Lessee be by warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against 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 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.

13. If within the primary term of this lease production on the lease 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 hereinabove 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 this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

15. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions or stipulations.

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

War Clause for Oil and Gas Lease: This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive order, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. Lessee agrees to commence drilling operations within sixty (60) days after lessors furnish satisfactory evidence of a clear merchantable title, or lease to become null and void.

18. Lessors waive all surface damage.

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

WITNESS:

BE IT REMEMBERED, That on this _____, A. D. 19____, before me, a Notary Public in and for said County and State, personally appeared _____

to me known to be the identical person... described in and 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 official signature and affixed my notarial seal, the day and year first above written.

My commission expires _____ Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF _____ County of _____ ss. On this _____ day of _____, A. D. 19____, before me personally appeared _____

to me personally known, who, having been by me first duly sworn, did say: That he is the _____ of _____ the Corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said Corporation; and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

My Commission expires _____, 19____ Notary Public

NOTARY'S ACKNOWLEDGMENT—COLORADO

STATE OF COLORADO, _____ ss. County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ and _____

WITNESS my hand and official seal.

My commission expires _____ Notary Public

*If by natural person or persons here insert name or names, if by person acting in representative or official capacity or as attorney in fact, then insert name of person as executor, attorney-in-fact or other capacity or description. If by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it. — Statutory Acknowledgment, Colorado Statutes Annotated.—Ch. 40, Sec. 107.

BEST IMAGE AVAILABLE

Oil and Gas Mining Lease form with fields for FROM, TO, Dated, Lot, Block, Addition, Range, Township, County, No. of Acres, Term, STATE OF, County of, This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office. County Clerk - Register of Deeds Deputy. When Recorded Return to _____

ACKNOWLEDGMENT—MAN AND WIFE

STATE OF _____ County of _____ ss. On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 19____

My commission expires _____ Notary Public