

No. 2864

OIL AND GAS LEASE

Jones Lindley

To

Kimball & Ziehlsdorff

Fees, \$2.50

STATE OF WYOMING,)

COUNTY OF SUBLETTE)

SS. Filed for record in my office
this 18th day of June, A. D. 1926
at 1:00 o'clock P. M., and duly recorded in Book 1 of
Msols., page 432.J. P. Fuller

County Clerk.

WHEREAS, Jones Lindley along with other landowners, propose to make oil and gas leases on their lands to W. S. Kimball Sr., and A. H. Ziehlsdorff for the purpose of getting a test well drilled in the vicinity of their lands and within Six miles of same, to ascertain whether or not there is oil or gas underlying same; and

WHEREAS, it is the understanding among many of the landowners in that portion of Sublette County where said lands hereinafter described are situated, that the drilling of a test well will tend to greatly enhance the value of their said land, whether said test well is drilled upon the lands herein described or on some other lands situated within a radius of 6 miles of same;

NOW THEREFORE THIS AGREEMENT made and entered into this 6th day of January, 1926, by and between Jones Lindley whose postoffice address is Big Piney, Wyoming, PARTY OF THE FIRST PART, hereinafter called LESSOR (whether one or more) and W. S. Kimball Sr., and A. H. Ziehlsdorff whose postoffice address is Casper, Wyoming, PARTY OF THE SECOND PART, hereinafter called LESSEE

WITNESSETH: That the lessor for and in consideration of one dollar and the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed does hereby grant, demise, lease and let unto the lessee for the purpose of operating for and producing oil and gas thereon, together with rights-of-way and servitudes for pipe lines, telephone and telegraph lines, tanks power-houses, stations and fixtures of every kind and nature, for producing and caring for such products, and all other rights and privileges necessary or convenient for the operation of said land, alone or conjointly with neighboring lands, for oil and gas with the right to use free oil, gas or water, but not from the lessor's water wells, for such purposes for and during the term of five years and as long thereafter as oil or gas is produced in paying quantities, all that certain tract of land situate in the County of Sublette, State of Wyoming and described as follows, to-wit:

Lots nine (9) and Twelve (12) and southwest quarter of Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of section thirteen (13) and lots two and three (2&3) of section twentyfour (24) all in T. 28 N., R. 112W. of 6th P. M. containing 128.58 acres. Lots five and eight (5&8) section thirteen (13) T. 28 N., R. 112W. 6th P. M., containing 77.10 acres. Northwest quarter of northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), East onehalf of Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and lots one and two (1&2), all in section seven (7) T. 28 N., R. 111W., 6th P. M., containing 153.30 acres. Lot fourteen (14) section one (1); Lots one, six, seven, (1,6,7) section twelve (12) T. 28 N., R. 112 W., 6th P. M., containing 74.88 acres. Lots fifteen and sixteen (15&16), section one (1), and lots two and three (2&3) of section twelve (12), T. 28 N., R. 112 W., 6th P. M., containing 81.71 acres. Lots eight, nine, and ten (8,9,&10) and a part of the northhalf of lot thirteen (13) (shown by a certain deed) of section twelve (12) T. 28 N., R. 112W., 6th P. M., containing 141.78 acres, 15.54 acres of lot three (3) section seven (7), T. 28 N. R. 111W. 6th P. M. and 11.06 acres, part of lot fourteen (14) section twelve (12) T. 28 N., R. 112 W., 6th P. M.,

In consideration of the premises the lessee further covenants and agrees:

FIRST: To deliver to the credit of the lessor (less transportation costs, government charges and taxes) in the pipe line to which the lessee may connect its wells, as rent or royalty, the equal one-eighth (1/8) part of all oil and gas produced and saved from the leased premises.

SECOND: The lessee, assignee or any company or associates with whom it is now or hereafter may be interested shall drill a test well in the community where the lands herein described are situate, and within a radius of six miles of same. The lessor expressly declares that the drilling of a test well on any of the lands in the community wherein the lands herein described are situate, and within a radius of six miles shall be a consideration of this lease and the drilling of such well at any time within six months from the date hereof shall be full satisfaction of all obligations of lessee. If the test well is a paying well lessee agrees within six months from the completion of said well to commence a well on the land herein described, or make payments hereinafter provided.

THIRD: IF no well is commenced upon the lands described herein by lessee, assigns or any company or associates, with whom it is now or may hereafter be interested, on or before six months from the date of the signing of this agreement, this lease shall terminate as to both parties unless the lessee on or before the expiration of said ----- period shall pay or tender the lessor the sum of - - - - - dollars in the manner hereinafter provided, which shall operate as a rental for twelve months from and after the date last above stated. In like manner and upon like payments or tenders the commencing of a well may be further deferred for like periods successively during the entire term of