

first part, and the Wyoming Empire Oil and Gas Company of Delaware, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said second parties successors or assigns, for the sole and only purpose of drilling and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the Township of thirty two County of Fremont and State of Wyoming bounded and described as follows, to-wit:

SE $\frac{1}{4}$  Sec 23, twp 32 N. R. 108 W 6.P. M. containing 160 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State, Wyoming.

It is agreed that this lease shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the party of the second part, its successors or assigns.

In consideration of the premises the said party of the second part covenants and agrees:

FIRST-To deliver to the credit of the first parties, heirs or assigns, free of cost, in the pipe lines to which they may connect its wells, the equal one-eighth (1-8) part of all oil produced and saved from the leased premises.

SECOND-To pay to the first parties one hundred (100) dollars each year payable quarterly in advance for the gas from each well where gas only is found, while the same is being used off the premises; and the first parties to have gas free of cost for domestic use on said premises during the same time.

THIRD-To pay to the first parties for gas produced from any oil well and used off the premises at the rate of twenty-five (25) dollars per year, for the time during which said gas shall so be used, said payments to be made each three months in advance.

The party of the second part agrees to begin a well on said premises within One year from the date hereof, or pay at the rate of One dollar per acre Dollars in advance, for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed.

The above rental shall be paid to first parties in person or to the credit of the first parties at the Rock Springs National Bank Bank, Rock Springs, Wyoming and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use gas, oil and water produced on said land for its operation thereon, free of cost, except water from wells of first parties.

When requested by first parties, the second party shall bury its pipe lines below plow depth.

No well shall be drilled nearer than One hundred feet to the house or barn on said premises.

Second party shall pay for damages caused by it to growing crops on said lands.

The party of the second part 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.

For and in consideration of One Dollar, the receipt of which is hereby acknowledged, the first parties hereto expressly waive their right to demand or declare a cancellation or a forfeiture of this lease except for the non payment of rentals when due; and further agrees that the party of the second parties successors or assigns, shall have the right at any time on payment of one dollar and all other moneys due to the parties of the first parties heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and terminate.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors, administrators and assigns.

Witness the following signatures and seals:

WITNESS,  
Rush L. DeNise  
Attest.

Mrs. Fay L. Mitchell (SEAL)  
Henry R. Mitchell (SEAL)

Wyoming Empire Oil Co. (SEAL)  
by (James Balsam (SEAL)  
(and  
(Joseph E. Levine

THE STATE OF WYOMING )  
COUNTY OF SWEETWATER ) SS

I, Rush L. DeNise, a Notary Public in and for said County, in the State aforesaid, hereby certify that Fay L. Mitchell Henry R. Mitchell personally known to me to be the persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they had signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this 30th day of March 1918.

(SEAL)

Rush L. DeNise Notary Public  
Com. Expires Dec. 20, 1920