

No. 20966

OIL AND GAS LEASE

Margaret A. Noble

THE STATE OF WYOMING)

This instrument was filed for

To

County of Sublette)

)ss. record in my office at 1:00
o'clock P. M. on the 21st day
of November, A. D. 1938, and duly
recorded in Book 1 of Oil and Gas
Leases on Page 193.

C. Ed. Lewis

C. C. FELTNER, County Clerk

Fees, \$4.15

THIS AGREEMENT, dated the 30th day of August, 1937, between Margaret A. Noble party of the first part, herein styled "Lessor," and C. Ed. Lewis party of the second part, herein styled "Lessee,"

W I T N E S S E T H:

1. For and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to the Lessor paid, and of other valuable considerations, the receipt of all of which is hereby acknowledged, and in consideration of the performance by the Lessee of the covenants and agreements hereinafter contained, the Lessor has leased, let and demised, and by these presents does lease, let and demise unto said Lessee, his heirs, executors, administrators and assigns, the land hereinafter described, with the sole and exclusive right to the Lessee to drill for, produce, extract and take oil, gas, asphaltum and other hydrocarbons (and water for operations hereunder) from, and store the same upon, said land during the term hereinafter provided, with the right of entry thereon at all times for said purposes, and with the right to construct, use, maintain, erect, repair, replace and remove thereon and therefrom all pipe lines, telephone and telegraph lines, tanks, machinery, buildings and other structures which the Lessee may desire in carrying on his business and operations on said land, with the further right of the Lessee, his heirs, executors, administrators and assigns and the subsidiary of any corporation that may succeed to the rights of the Lessee hereunder, to erect, maintain, operate and remove a refinery and/or a plant, with all necessary appurtenances, for the extraction of gasoline from gas produced from said land and/or other premises in the vicinity of said land, including all rights necessary or convenient thereto, together with rights of way for passage over and upon and across, and ingress and egress to and from said land, for any or all of the above purposes.

2. The possession by the Lessor of said land shall be sole and exclusive, excepting only the Lessee reserves the right to conduct his oil operations in accordance with this lease. The said land which is the subject of this lease is situated in the County of Sublette, State of Wyoming, and is more particularly described as follows:

Lots Two (2), Three (3), Four (4), Southwest Quarter Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), South Half Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$), Northwest Quarter Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Five (5); Lots One (1), Two (2), Three (3), Four (4), Six (6), Seven (7), East Half Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$), Northeast Quarter Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), South Half Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), Section Six (6), East Half Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$), Section Eight (8); Township Twenty-nine North Range One Hundred Twelve (112) West.; Lot One (1), Southeast Quarter Twenty-nine (29) NE $\frac{1}{4}$ NE $\frac{1}{4}$, Southeast Quarter (SE $\frac{1}{4}$), Section One (1); Township Twenty-nine (29) SW $\frac{1}{4}$ SW $\frac{1}{4}$, Southwest Quarter Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Section Thirty-two (32); Township Thirty (30) North Range One Hundred Twelve (112) West of the Sixth Principal Meridian, Wyoming, containing 1225.57 acres more or less.

3. This lease shall remain in full force and effect as long as the Lessee in good faith shall conduct drilling operations thereon as herein provided and as long as oil, gas, asphaltum or other hydrocarbons are produced therefrom, in commercial quantities, and the Lessee hereby leases from the Lessor the above described land for the purposes and term aforesaid, and upon the conditions and considerations and with the rights herein set forth.

4. The Lessee agrees to commence drilling operations of a test well at a location selected by Lessee at a point within five miles of the herein demised premises on or before October 1st, 1937, and to prosecute such drilling with reasonable diligence until oil is found in quantities deemed paying quantities by Lessee or to a depth at which further drilling would in the judgment of Lessee be unprofitable or he may at any time within said period terminate this lease and surrender said lease as hereinafter provided.

4 (a). Drilling operations within the meaning hereof shall include the testing of wells to ascertain production, the making of repairs, removing of obstructions from wells, shutting off water, construction and installation of roads, equipment and actual drilling.

5. Should the Lessee elect to commence drilling operations on said adjacent land as aforesaid if oil should not be obtained in such paying quantities in the first well drilled, the Lessee shall as a condition to the continuation of any of the rights given to him hereunder within 180 days after the completion or abandonment of said first well, commence upon said land the drilling of a second well and shall prosecute the drilling of the same with reasonable diligence until oil is found in such paying quantities by the Lessee or until said well has been drilled to a depth at which further drilling would in the judgment of the Lessee be unprofitable and the lessee shall likewise continue to drill a well under like terms and conditions and subject to like obligations as long as the Lessee has any rights hereunder and until oil in such paying quantities is struck.

6. Lessee agrees to commence drilling operations on a well on said demised premises within six (6) months after the completion of a commercial well on said adjacent tract within five miles of the demised premises, and shall prosecute the drilling of the same with reasonable diligence until oil is found in such paying quantities by the Lessee or until said well has been drilled to a depth at which further drilling would in the judgment of the Lessee be unprofitable. If oil should not be obtained in such paying quantities in the first well drilled, the Lessee shall, as a condition of the continuation of any of the rights given to him hereunder, in like manner, commence and prosecute upon