

110751

**Form 88—(Producers)**  
Kan., Okla. & Colo. 1957

**C Rev 1974 OIL AND GAS LEASE**

THIS AGREEMENT, entered into this the 3rd day of AUGUST,  
between Julian Tomera Ranches, Inc. (Stonehouse Division), a Nevada Corporation,  
line Valley Route, Carlin, Nevada 89822

*[Redacted] hereinafter called witness, does witness:*  
and N. L. Koin Partnership, 1777 South Bellaire St., St. 130, Denver, Colorado 80222

...  
Ten and MORE acres in hand paid of and the covenants and agreements hereinabove contained to be performed by the lessor has been day first, month of April and by these presents does hereby grant, lease, and let exclusively unto the lessee the land described in the lease, to use and to occupy the same in full in entire, this lease or part thereof with other oil and gas leases as to all or any part of the land described in the lease, as hereinabove provided, for the purpose of carrying on geological, geophysical and other exploratory work, and the drilling, testing, producing, and operating for producing, and taking all of the oil, gas, "crude petroleum", and all other gases, and their respective constituents, vapors, and for constructing roads, paths, trails, wells, tanks, pipelines, oil buildings, power 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, etc., as may be found thereon.

Eureka, State of Nevada, and described as follows:

Township 30 North, Range 52 East, H. D. B. & N.

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, the SE $\frac{1}{4}$  NW $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$   
Section 8: W $\frac{1}{2}$ , SE $\frac{1}{4}$   
Section 16: W $\frac{1}{2}$  NW $\frac{1}{4}$   
Section 17: All  
Section 18: E $\frac{1}{2}$

and containing 2,148.56 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Five (5) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land or from lands with which said land is consolidated; or the premises are being developed or operated.

2. In consideration of the premises the said lessee covenants and agrees:  
To deliver to the credit of lessor, free or cost, in the pipe line to which lessee may connect his wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leased premises.

Where gas from a well or wells, capable of producing gas only, is not sold or used, for a period of one year, lessee shall pay or tender as royalty, an amount equal to the daily rental as provided in paragraph 3; hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph 10, above.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of August, 1928, 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 said First Interstate Bank at Elko, Nevada, or its successors, which bank and its successors are the lessor's agent and shall continue as the depository of all and any sums payable under this lease regardless of change of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of \$100.00 per acre per month, and the lessor and his assigns may make payments or renders the commencement of operations for drilling for a period of one year, and the lessor and his assigns may defer payment of rentals and the commencement of operations for drilling may further be deferred for like periods successively, and the lessor and his assigns may make by check or draft of lessor or any assignee thereof, or certified or cashiered bank check or draft, or by money order, or by direct transfer to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration set forth herein, the down payment, covers not only the amount paid to the date when such first payment is made, as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights transferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the lease above described, provided, and at any time thereafter, this lease as to such portion or portions and be released, as to such portion or portions, as above described, surrendered, and thereafter the rentals and other charges herein, as reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessor or his assigns, at the expiration of said twelve months, shall resume the payment of rentals in the same amount and in the same manner, as hereinbefore provided.

It is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals, and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

8. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly retained, the convenience of all shall entitle to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the property shall affect the rights of any such person under this lease shall be binding on the lessee unless otherwise provided in the instrument of conveyance or a duly certified copy of the original instrument of conveyance, or certified copy of the proceedings showing appointment of a personal representative or administrator for the estate of any deceased owner, whichever is appropriate. Together with all original documents, including copies thereof necessary to show title, there shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

18. 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 owners of any such part or parts shall make default in the payment of the proportionate part of the rent due from them or their assigns, such default shall not operate to release the lessor from any liability hereunder which he retains, and, therefore, heretofore, shall make due payment of said rentals.

**Section 10. Payment of Taxes and Expenses.** The lessee shall pay all taxes and expenses incident to or affecting this lease, so far as it covers a part of land upon which the lessor or any assignee hereto shall make due payment of said taxes and expenses.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessor 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 productive results therefrom, there is no long production continues.

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, or commences or resumes the production of oil, gas or other minerals on the leased premises, then as long as production continues.

ratations for the drilling of a well, or any other operations conducted thereon, shall be rental by the lessor for the period of time specified in the lease; 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 leases remains operations for re-working or 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.

16. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is barren above, and regardless of whether it is signed by any of the other parties herein named or lessees. This lease may be signed

15. See Addenda II incorporated herein and attached hereto.

15. See Addendum II incorporated herein and  
IN WITNESS WHEREOF, we sign the day and year first above written.

Julian Tomera Parchees, Inc. (Stonehouse Div.)

BY: Thomas J. Tovera Pres.  
Thomas J. Tovera, President

**SEAL BOOK 161 PAGE 522**  
Affixed

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss.  
Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL

**Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT — INDIVIDUAL**

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this...

day of 19 personally appeared,

and \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOP, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_

**STATE OF** \_\_\_\_\_ **OKLAHOMA, KANSAS, NEW MEXICO, WYOMING, MONTANA, COLORADO, UTAH,**  
**COUNTY OF** \_\_\_\_\_ **NEBRASKA, NORTH DAKOTA, SOUTH DAKOTA**

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of 19          , personally appeared,

and \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly 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 affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_

County of ELKO

**ACKNOWLEDGMENT (For use by Corporation)**

On this 77

appeared. Thomas...J

we duly sworn did say that he is the President

**Big Data** refers to any data set that is so large or complex that it becomes difficult to process using traditional data processing tools.

and that the seal affixed to said instrument is the corporate seal of said corporation.

tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said

Thomas J. Tomera acknowledged said instrument to be the free act and deed of said corporation.

A-8

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

(SEAL)



**RICHARD J. MATTHEWS**  
Notary Public - State of Nevada  
Elo County, Nevada  
My appointment expires Sept. 13, 1987

## **My Commission**

McDonald's - 1987

## Notary Public.

FROM	TO	Dated	No. Acres	County	Term.	At	o'clock.	M. and A.M. or P.M.	When recorded return to
BOOK 16 PAGE 523				19_____ day of_____ Volume_____				County Clerk N.L. Long Partnership 1777 S. BELLAMY, 372-122, DENVER, CO 80222	
				Page_____				Deputy.	
				of the records of this office.					

APPENDIX

Attached to and made a part of that certain oil and gas lease dated August 3, 1987, by and between Julian Tonera Ranches, Inc., (Stonhouse Division), its successors and assigns, hereinafter referred to as Lessor, and R. L. Vein Partnership, its successors and assigns, hereinafter referred to as Lessee:

1. This lease is expressly limited to oil, gas and all other hydrocarbon substances.
2. In the event lessee enters upon the lands of lessor and drills a well which is not productive and which is plowed and abandoned by lessee, lessee shall restore the lands occupied by it and the fence that was on the lands as nearly as is reasonably possible to their condition prior to entry by lessee. In addition, lessee shall pay lessor fair market value of any crop damaged or destroyed by lessee.
3. Lessee agrees to conduct its operations upon the leased premises in such a manner as to cause the least possible damage to property and livestock with particular care to damage resulting from fire. As in paragraph 2 above, lessee shall restore any damaged land or property occurring from its operations as nearly as is reasonably possible.
4. Lessee agrees to indemnify and hold harmless lessor from and against any and all claims, suits, damages, costs, losses, liability and expenses arising or growing out of injuries to or death of persons or loss or damage to property or loss or pollution of water or water zones in any manner directly or indirectly resulting from or caused by operations under this lease.
5. Notwithstanding any other provision contained in this lease to the contrary, lessor does not warrant, either express or implied, the rights, title, estate or possessory interest granted lessee under this lease.
6. At the expiration of or any other termination of this lease, lessee shall peaceably deliver possession of the premises to lessor by properly executed quitclaim deed or release of oil and gas lease in form suitable for recordation in the Eureka County Recorders Office.
7. Lessee shall keep lessors property free and clear of all rubbish, garbage, litter and abandoned items of property brought to or placed upon lessors property by lessee or any of lessees agents, employees, contractors, sub-contractors or assigns.
8. Lessee shall promptly repair all damage to fences, gates and cattle guards on the leased premises and in the grazing areas utilized by lessor arising out of use of the leased premises under this lease or the actions or activities of lessee on the leased premises.
9. Lessee understands that water rights are of paramount interest to lessor. Accordingly, lessee agrees that it shall not attempt to use, apply for or appropriate any waters or water rights which would conflict with lessors water rights or in any way diminish their present water rights or reduce any ground water that may not or hereafter be available to them for development and appropriation for domestic, irrigation or stockwater use. Lessee agrees that it shall not in any way pollute any ground or surface waters usable or being used by lessor or any other persons using the same water sources. Lessee further agrees that no oil, gas, minerals, brine, fluid or surplus water be reinjected into a fresh water aquifer if reinjected it shall cement off or otherwise seal off the borehole to prevent their entry into ground or surface water sources which are usable for domestic, agricultural or stock watering purposes. Lessee agrees that it shall not, without prior approval of lessor, interfere with or damage lessors ditch, well, or tank, line, system and facilities.

August 3, 1987.

RECORDED AT THE REQUEST OF  
*Julian Tonera Partnership*  
BOOK 161 PAGE 522

87 AUG 19 P1 52

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
MIN REFILE NO. 110731  
FILE NO. 7-20

R. L. VEIN PARTNERSHIP

By: *R. L. Vein*, agent  
JULIAN TONERA RANCHES, INC.  
(STONHOUSE DIVISION)

*Thomas J. Tonera, Pres.*  
*Theresa J. Tonera, Vice Pres.*  
*John J. Tonera, Secy.*

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