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For Assign See Vol 204 Page 402
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" " " " 217 " 36

105m

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AGREEMENT, made and entered into the First day of October 1970 by and between Arza R. & Ruth Pryor

727 Second Street of Marietta P. O. County of Washington and state of Ohio part 108 of the first part, hereinafter called Lessors, whether one or more, and Braden Development Company party of the second part, hereinafter called Lessee. 410 Aurora Street Marietta Ohio

WITNESSETH, that the said Lessors for and in consideration of the sum of One dollar (\$1.00) Dollars to them in hand well and truly paid by said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

All that certain tract of land situate in Ludlow Township District Frontier School Country and State of Washington on the waters of Head of Wilson Run bounded as follows:

On the North by lands of Pugh Heirs now U. S. Government
On the East by lands of Tarr and Moore
On the South by lands of McCormick Heirs
On the West by lands of Clarence Pugh

Containing Forty and 68/100 (40-68) acres, more or less, being land purchased from D. C. Skinner and Heirs by deed dated June 26, 1967 Recorded Deed Book 371 page 186 reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be drilled by either party except by mutual consent. three (3)

It is agreed that this lease shall remain in force for the term of three (3) years from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In Consideration of the Premises the said party of the second part, covenants and agrees: 1st—to deliver to the credit of the Lessors, their heirs or assigns, free of cost, in the pipe line to which Lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and second, to pay Arza R. Pryor one-eighth (1/8) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said gas to be measured at a meter set on the farm.

The Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any royalty or interest in said oil or gas that may have been heretofore sold, reserved or conveyed by Lessors or their predecessor in title or otherwise. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

It is agreed by the parties hereto that the Lessee, its successors or assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should be manufactured into gasoline or other by-products by said company, said Lessors shall receive one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the farm and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; lessors are to provide and use economical appliances and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas.

Lessee covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the farm. And it is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and, further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

The said Lessee covenant and agrees to pay rental at the rate of \$1.00 ACRE PER YEAR (\$ 40.00) Dollars, quarterly in advance, beginning in 1-1-71 months from this date, until, but not after, a well yielding royalty to the Lessors in drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments for delay, for gas produced and marketed, for gasoline and other by-products may be made direct to the lessors or be deposited to their credit, or to the credit of their heirs or assigns in the Bank of or by check mailed to Arza R. Pryor at 727 Second Street, Marietta, O P. O., Washington County State of Ohio such payments may be also made in the same manner to who is hereby appointed agent for the lessors to receive the same.

It is agreed that the Lessee is to have the privilege of using free, sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one (\$1.00) Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have the right 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 determine, and this lease becomes absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be a full surrender and termination of this lease. All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first, above written.

Witness: Hazel Oliver Arza R. Pryor (Seal)
Samuel H. Oliver Ruth Pryor (Seal)
Hazel Oliver Ruth Pryor (Seal)
Samuel H. Oliver (Seal)

This instrument prepared by Arza R. Pryor

5284A For assignment See Vol 221 Page 614
546x A " " " " 221 " 673
555x A " " " " 221 " 703
6133A " Agent " " Vol 233 Page 355

63800 EUS

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State of Ohio County of Washington to-wit:
I, Notary Public of said County of Washington do certify that
Myra R. Taylor and Ruth Taylor
his wife, whose name Myra signed to the writing above bearing date the 28th day of
October A. D. 19 70 has she this day acknowledged the same before me
in my said county.
Given under my hand this 28th day of October A. D. 19 70
Notary Public Myra R. Taylor County Washington
My Commission expires July 15, 1978

State of _____ County of _____ to-wit:
I, _____ of said County of _____ do certify that
_____ and _____
his wife, whose name _____ signed to the writing above bearing date the _____ day of
_____ A. D. 19 _____ has _____ this day acknowledged the same before me
in my said county.
Given under my hand this _____ day of _____ A. D. 19 _____
Notary Public _____ County, _____
My Commission expires _____

State of _____ County of _____ to-wit:
I, _____ of said County of _____ do certify that
_____ and _____
his wife, whose name _____ signed to the writing above bearing date the _____ day of
_____ A. D. 19 _____ has _____ this day acknowledged the same before me
in my said county.
Given under my hand this _____ day of _____ A. D. 19 _____
Notary Public _____ County, _____
My Commission expires _____

For and in consideration of the sum of One Dollar, cash in hand paid, receipt of which is hereby acknowledged, _____
hereby assigned, transfer, set over and convey all _____ right, title to and interest in the within described oil and gas
lease to _____ to have and to hold according to all the terms contained therein.
(SEAL)
(SEAL)
Taken, subscribed and sworn to before me, _____
a Notary Public of _____ County, _____ this _____ day of _____ A. D. 19 _____
My commission expires _____ Notary Public

Mary Davis

Globe Printing & Binding Co., Portsmouth, N. H.

Recorded For Record	AT 5, 500-100	P. M.
Recorded for Record	DEC 4 - 1970	19
Recorded	DEC 7 - 1970	19
RECORDED	DEC 7 - 1970	19
BOOKED	DEC 7 - 1970	19
FILED	DEC 7 - 1970	19

LOCATION

Number of Acres _____

Term, Ten Year _____

Date _____ 19 _____

Between Baden Development Co.
Hamletta, Ohio

TO

Myra and Ruth Taylor
727 Second Street
Hamletta, Ohio

FROM

OIL AND GAS LEASE

No. _____

Globe Form 25

105 M 300