

John I. Gwin to W. W. Salisbury.

Contract.

This contract for the purpose of constructing a tile drain and for the purpose of keeping open and in working order an open ditch and to create a permanent easement, witnesseth,

That the undersigned John I. Gwin of Jasper County, Indiana is the owner in fee simple of the east half of the south east quarter of section one (1), township thirty (30) north, range seven (7) west in Jasper County, Indiana and the undersigned William W. Salisbury of Livingston County, Illinois is the owner in fee simple of the north west quarter of the south east quarter and the south west quarter of the north west quarter of section one (1), township thirty (30) north, range seven (7) west in Jasper County, Indiana and that said tracts of land are in need of drainage and in consideration of the drainage of their said tracts of land it is mutually agreed that the undersigned shall construct a tile drain out of ten (12) inch tile, each tile to be two (2) feet in length on the following described route to-wit: Commencing at a point forty (40) rods south of the north west corner of the north east quarter of the south east quarter of said section one (1), township thirty (30) north, range seven (7) west in Jasper County, Indiana, thence due north west to the center of said section one (1) where it will have an outlet in an open ditch, from thence west a distance of eighty five (85) rods to the Scott-Cooper-Union-Lakin Ditch, the same being a public ditch.

It is further agreed by the parties hereto that the entire expense of the construction of said tile work shall be paid for share and share alike and that the said Gwin shall have the privilege of draining his said land into the line of said 12 inch tile as an outlet for same and the said Salisbury shall have the privilege of draining the said north west quarter of the south east quarter of said section one (1) into the line of said tile drain if he so desires, not to exceed however fifty (50) rods in length of any lateral, but shall not drain any other of his said lands into the line of said tile drain. It is further agreed that said Salisbury agrees to pay the difference between a 10 inch tile and a 12 inch tile on that one half of Main outlet assumed by Mr Gwin.

In consideration of the said Gwin paying for one half of the expense of said tile drain so laid across the forty (40) acre tract of said Salisbury the said Salisbury agrees on his part to forever maintain the said open line of ditch from the center of said section one (1) to the said Scott-Cooper-Union-Lakin Ditch at his own expense so as to make a permanent outlet for said tile drain and shall keep the same open and in working order at all times.

It is further agreed that the outlet of said tile drain shall be constructed of sewer pipe and the last joint thereof laid in cement or a stone abutment sufficient to make a permanent wall to protect the said outlet.

The parties hereto further agree that this contract of easement shall go with their respective tracts of land and shall be binding on their heirs, devisees, administrators, assigns and grantees and likewise their heirs and assigns.

It is further agreed that on failure of said Salisbury, his heirs or assigns to carry out the conditions of this contract on his part as to keeping the said open ditch open that a notice served by the said Gwin, his heirs or assigns, of the tenant or occupant upon said real estate as to the necessity of cleaning out said open ditch and on a failure so to do within thirty days from the date of receiving said notice, then in such case the said Gwin, his heirs or assigns shall have the right to go on said premises and clean out said open ditch and charge a reasonable expense for the cleaning out to the then owner of the land which shall become a lien on said real estate for security and payment thereof.

It is the intention of this contract that the same shall be recorded.

It is further agreed that the said Salisbury shall construct one half of said tile drain from its outlet toward the spur, which shall be completed on or before October 1, 1907 and the said Gwin shall have the upper half thereof constructed on or before November 1, 1907 and each shall pay for their respective halves as set forth, other than the additional expense of the stone abutment for the outlet and the expense of the sewer tile shall be paid half and half, said sewer tile, however, shall not exceed three (3) joints.

In Witness Whereof we have hereunto set our hands and seals this 5th day of August, 1907.

John I. Gwin (Seal.)
W. W. Salisbury (Seal.)

State of Indiana, County of Jasper, SS:

Before the undersigned a Notary Public in and for said County and State personally appeared John I. Gwin and acknowledged the execution of the above contract this 5th day of August, 1907.

Witness my hand and Notarial seal.

(N. P.)
(Seal.)

Frank Foltz
Notary Public.

My commission expires April 6, 1910.

State of Illinois, County of Livingston, SS:

Before the undersigned a Notary Public in and for said County and State personally appeared William W. Salisbury and acknowledged the execution of the above contract this 13th day of August, 1907.

Witness my hand and Notarial seal.

J. L. Anderson
Notary Public.

My commission expires March 22nd, 1911.

Recorded Sept 20, 1907, at 3 o'clock P. M.

John W. Tilton, R. J. C.

August Schultz et ux To Jasper Co. R.E. M. Corp.

692

EASEMENT

STATE OF INDIANA }
COUNTY OF JASPER } SS:

KNOW ALL MEN BY THESE PRESENTS, That August Schultz and Katie Schultz his wife

of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jasper County Rural Electric Membership Corporation, grantees, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 40 acres situated in the SE SE Sec. 11 in Twp. 30, in Range 7, in Jasper County, Indiana, about 4 miles south from the town of Virgie and lying between the farm of Julius Schultz on the west and the farm of on the east; and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of incumbrances and liens of whatsoever character except those held by the following persons:

Clear

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 2nd day of December, 1938.

August Schultz
Katie Schultz

STATE OF INDIANA }
COUNTY OF JASPER } SS:

Before me, the undersigned notary public in and for said county and state on the 2nd day of December, 1938, personally appeared August Schultz and Katie Schultz

and duly acknowledged the execution of foregoing easement.

Harold M. Sage

Notary Public

(N. P. SEAL)

My Commission expires: 11-7-42

Recorded February 16th., 1939 at 1:00 P.M.

Joe Hilliard R.J.C.

891 V

EASEMENT

STATE OF INDIANA }
COUNTY OF JASPER } SS:

KNOW ALL MEN BY THESE PRESENTS, That we, August R. Schultz and
Katie Schultz, his wife

of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jasper County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 120 acres situated in the N $\frac{1}{2}$ SW quarter and the
SW SW quarter of Sec. 12
in Twp. 30, in Range. 7, in Jasper County, Indiana, about 3 $\frac{1}{2}$ miles south from
the town of Virgie and lying between the farm of Leonard Smith

on the east, and the farm of Floyd Schultz on the north
and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of incumbrances and liens of whatsoever character except those held by the following persons:

None

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 13 day of July, 1938

STATE OF INDIANA }
COUNTY OF JASPER } SS:

August R. Schultz
Katie Schultz

Before me, the undersigned notary public in and for said county and state on the 13 day of July, 1938, personally appeared August R. Schultz and Katie Schultz
and duly acknowledged the execution of foregoing easement.

(N. P. SEAL)

Mary Edna Kosta
Notary Public

My Commission expires: June 25, 1942

Recorded February 16th., 1939 at 1:00 P.M.

Joe Hilliard R.J.O.

D 122

Amzie D. Schultz To Jasper Co. R.E.M. Corp.

693 ✓

EASEMENT

STATE OF INDIANA }
COUNTY OF JASPER } SS:

KNOW ALL MEN BY THESE PRESENTS, That Amzie D. Schultz (single)

of the aforesaid county and state, grantors, in consideration of its undertaking to construct and operate a system to distribute electricity to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Jasper County Rural Electric Membership Corporation, grantee, its successors and assigns, the right and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 40 acres situated in the NW quarter of the NW quarter of Sec. 13 in Twp. 30, in Range 7, in Jasper County, Indiana, about 4 miles south from the town of Virgie and lying between the farm of Paul Schultz on the east, and the farm of St. John's Lutheran Church on the south; and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant, that they are the owners of the lands on which this easement is granted and that the said lands are free and clear of incumbrances and liens of whatsoever character except those held by the following persons:

None

The aforesaid easement includes the right at any time to enter upon the said land, with the necessary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted is hereby expressly made.

In Witness Whereof this easement is signed as of the 11 day of July, 1938.

STATE OF INDIANA }
COUNTY OF JASPER } SS:

Amzie D. Schultz

Before me, the undersigned notary public in and for said county and state on the 11 day of July, 1938, personally appeared Amzie D. Schultz

and duly acknowledged the execution of foregoing easement.

Mary Edna Kosta

Notary Public

(N. P. SEAL)

My Commission expires: June 25, 1942.

Recorded February 18th., 1939 at 1:00 P.M.

Joe Hilliard R.J.C.

OIL AND GAS LEASE

John A. Moore

DEC 29 1967

AGREEMENT, Made and entered into this 27 day of Oct. 1967 by and between Russell A. Kohlhaas AND MARGARIE KOHLHAAS - husband & wife - R.R. 2 Rensselaer, Ind. lessor (whether one or more), and RANDEK, Inc. hereinafter called lessee.

WITNESSETH: That the said lease, for and in consideration of \$750.00 DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained as part of lease 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 lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building traps, power stations and structures thereon to produce, mine and take care of said products, all that certain tract of land situated in the County of MADISON State of Ind. described as follows, to-wit:

NE - Sec 1 - Twp 30 - R 7 - 182.81A
W 1/2 - SE - Sec 1 - Twp 30 - R 7 - 80. A

Containing 262 A. More or less



IT IS AGREED that this lease shall remain in force for a term of THREE YEARS from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by lessee. In consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and moved from the leased premises.
 - 2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used for the premises, and if used in the manufacture of gasoline, a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas, and lessee to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time by making lessee's own connections with the well at lessee's own risk and expense.
 - 3rd. To pay lessor for gas produced from any oil well and used for the purposes or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable quarterly at the prevailing market rate at the mouth of the well.
- If no well be commenced on said land on or before the 27 day of Oct. 1970, this lease shall terminate as to both parties. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term first mentioned.
- If said lessee owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessee's interest bears to the whole and undivided fee.
- Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon except water from the wells of lessee.
- When requested by lessor, lessee shall bury lessee's pipe line below plow depth.
- No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.
- Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
- Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises including the right to draw and remove sand.

Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with the spacing rules of any local authority, or when to do so would, in the judgment of lessee, produce the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

If the estate of either party herein is assigned and the privileges of originating in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

Lessee hereby warrants and agrees to defend the title to the said lands herein described, and agrees that the lessee shall have the right at any time to release for lessor, by payment, any mortgages, liens, or other liens on the above described lands, in the event of default of payment by lessee, and be subrogated to the rights of the holder hereof, and the undersigned lessor, for themselves, their heirs, successors and assigns, hereby warrant and release all rights of drawer and indorser in the premises herein described/lessee as said right of drawer and indorser may in any way affect the purposes for which this lease is made as aforesaid herein.

ONE HUNDRED THIRTY ONE Dollars (\$131.00) Rental Payment due
Oct. 27, 1968
AND
Oct. 27, 1969

IN WITNESS WHEREOF WE SIGN, the date first above written.

(SEAL) Russell Kohlhaas (SEAL)

(SEAL) Margarie Kohlhaas (SEAL)

(SEAL)

This Instrument prepared by Ralph Brown - Twp, Ind.

ACKNOWLEDGEMENT

STATE OF Indiana } SS.

Madison COUNTY, IN

I, Ralph A. Brown

a Notary Public, in and for said County, in the State

fore said, do hereby certify that Russell Kahlhagan and Margaret Kahlhagan

personally known to me to be the same person... whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 27th day of October, 1967
My commission expires May 15, 1971
Ralph A. Brown Notary Public.

ACKNOWLEDGEMENT

STATE OF _____ } SS.

_____ COUNTY, IN

I, _____ a Notary Public, in and for said County, in the State

fore said, do hereby certify that _____

personally known to me to be the same person... whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____ day of _____, 19____
My commission expires _____

Notary Public.

FORM FOR CORPORATION

STATE OF _____ } SS.

_____ COUNTY OF _____

I, _____ a Notary Public, in and for said County, in the State fore said, do hereby certify

that _____ to me personally known as the president (or other officer) of _____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged _____ signing, sealing and delivering the said instrument as the free and voluntary act of said _____ (name of corporation) _____ for the consideration and purposes therein set forth, and that _____ was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this _____ day of _____, 19____
My commission expires _____

Notary Public.

FORM FOR SIGNING BY MARK

STATE OF _____ } SS.

_____ COUNTY OF _____

I, _____ a Notary Public, in and for said County, in the State fore said, do hereby certify that _____ personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed said instrument by _____ mark and sealed and delivered same as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead; said instrument having been read to _____ being a person unable to read or write.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____
My commission expires _____

Notary Public.

His X Mark.

2250

OIL AND GAS LEASE

FROM

TO

Dated _____ 19____

Section _____ Township _____ Range _____

No. Acres _____ County, _____

STATE OF Indiana } SS.
COUNTY OF Madison

This instrument was filed for record on the 29th day of Dec., 1967, which

of which P. M., and duly recorded in book 94

Page 391 of the records of this office.

Ralph A. Brown

By Dorothy M. Lee DEPUTY NOTARY PUBLIC

When Recorded

Return to _____

IN-7 Reception No. 868

Miss No. 101
OIL AND GAS LEASE

9:50 o'clock AM

22410

Recorded APR 5 - 1979

17th

March 1979

by and between

Russell A. and Marjorie Kohlhaagen - husband & wife
R. H. 6 - Box 182 - Reusselaar, Ia. 47978

ConPetro-4140 Linden Ave. Suite 200 Dayton, Ohio 45432

WITNESSETH, That the Lessor, for and in consideration of the sum of One DOLLAR (\$1.00), cash in hand paid the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let, exclusively unto the said Lessee, its successors and assigns, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casing-head gas, casing-head gas, and the exclusive right to lease, store and remove gas, whether native or otherwise, in and from the oil and gas strata underlying said premises, regardless of the course of such gas or the location of the means of an outlet with rights of way and easements for drilling, equipping and operating wells and for laying pipe lines, telephons and telegraph lines, tanks, power houses, stations, grouting plants, compressors, purification equipment, roads, roadways and structures for producing, treating and storing for such products, and injecting, storing, treating and removing such gas, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation for such purposes on such land alone, or jointly with the land to the vicinity thereof,

which said land is situated in WASCO County, Indiana and described as follows, to-wit:
NE. Sec. 1, T30N, R7W - 182.61 A; W. S.E. Sec. 1, T30N, R7W - 80 A;
S.W. NW. Sec. 6, T30N, R6W - 39.75 A; W. S.W. Sec. 6, T30N, R6W - 75.93 A;
S.W. SW. Sec. 12, T30N, R7W - 40 A; N. SW. Sec. 12, T30N, R7W - 80 A;
Pt. NW. Ex. SW. sec. 12, T30N, R7W - 144.98 A; Ex. 2 1/2 NW. Cor. SW. NW. W. S.W. Sec. 13, T30N, R7W - 157.51 A. Containing approx. 600 acres.

It being intended to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by Lessor. It is agreed that this lease shall remain in force for a term of Five years from this date and as long thereafter as oil, gas, casing-head gas, casing-head gas or any of them is produced from said leased premises or rental is paid for the right to lease, store and remove gas in and from the oil and gas strata underlying said premises, as hereinafter provided. Provided, however, that failure of the Lessee to pay storage rental when due shall not invalidate the rights herein granted unless and until the Lessee fails to make such payments within thirty days after having received a written request from the Lessee.

In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the play field in which Lessee may conduct his wells, the equal one-eighth part of all oil produced and saved from the oil and gas strata underlying said premises, and the equal one-eighth part of all gas produced and saved from the oil and gas strata underlying said premises on the day each oil is run into the pipe line or into storage tanks.
2nd. To pay Lessor for oil casing-head gas produced, saved and marketed from the leased premises, one-eighth, at the market price at the well.
3rd. To pay Lessor for native gas, including casing-head gas, the sum of 1/4 of all gas produced and saved.
4th. To pay Lessor on or before the 1st day of April 1979 and annually thereafter until the Lessee shall surrender the right to lease, store and remove gas in and from the oil and gas strata underlying said real estate, the sum of 2.00 PER ACRE covering the storage rights herein granted for the next succeeding twelve months. The Lessee may release and surrender its storage rights at any time by written instrument to be duly recorded by Lessee in the office of the County Recorder.

All payments due hereunder may be made by currency, draft or check mailed to the Lessor or to the Bank of Indianapolis for the deposit to the credit of the Lessor, which Bank or its successors is hereby designated the Lessor's agent and shall continue as a depository for all rental payments under this lease regardless of change of ownership in the land. In the event said depository bank should fail or refuse to accept tenders made hereunder, or if it should close without a successor, Lessee may withhold payments with the same effect as if tendered until Lessee has received written instructions executed and accepted by all persons appearing to the Lessee to be interested, naming a new depository, or assigning the payment and their respective interests.

Lessee may lay a line to any gas producing or storage well on said lands at his own expense, and take gas therefrom for use for light and heat in buildings designed and approved for the use of native gas in one dwelling house on said land free of cost, but at his own risk, subject to the use and the right of abandonment of the well by Lessee and, further, that the Lessee shall not be liable for any shortage or failure in the supply of gas for the Lessor's use. If said Lessee owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use fire, coal, gas, oil and water produced on said land for its operation thereon, except water from wells of Lessee. When required by the Lessor, Lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on said premises, without the written consent of the Lessor. Lessee shall pay for damages caused by its operation to growing crops on said land. Lessee 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. If the estate of either party herein is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herein shall extend to their heirs, executors, administrators, executors or assigns, but no change in the ownership of the land or assignment of rental or royalty shall be binding on the Lessee until after the Lessor has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned, as to a part or parts of the above described lands, and the assignee or assignees of such parts shall fail or make default in the payment of said rentals which the Lessor or any assignee thereof shall make due payment of said rentals.

If at any time there be any assignment, assignment to rentals or royalties, Lessee may withhold payments thereof unless and until all parties designated in writing, in a reasonable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do in order properly to develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil in and under said lands and that may be produced from said premises, or the production thereof by secondary recovery methods. In connection with the primary production of oil and gas, pooling shall be in units not exceeding 80 acres each. In connection with the secondary recovery of oil, by injection of gas into sub-surface strata, acid pooling shall embrace the entire productive horizon or pool, as determined by Lessee's qualified geologists and/or petroleum engineers by methods and standards recognized in the oil and gas industry. Lessee shall create said pooled units by executing in writing an instrument describing and identifying the pooled acreage. Units of varying size may be created as to separate oil and gas bearing strata, or the production thereof by secondary recovery methods. In connection with the primary production of oil and gas, pooling shall be in units not exceeding 80 acres each. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalty otherwise herein specified, Lessee shall receive on production from a well so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest in the unit bears to the total acreage or pooled acreage so included. Lessee shall be under no obligation whatsoever, express or implied, to drill more than one well to each such unitized tract, regardless of water, where or by whom other wells may be drilled.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right of any time to return the lands to the holder thereof, and Lessee hereby agrees that any such payments made by the Lessee for the Lessor shall be deducted from any amounts of money which may be due the Lessor under the terms of this lease. All express or implied covenants of this lease shall be subject to all Federal and State Laws and to all executive orders, rules or regulations of State and Federal authorities. No covenant shall be implied requiring the Lessee to drill any well or wells, except as may be specifically provided for herein, as a condition of maintaining this lease in full force and effect. This lease shall not be terminated, in whole or in part, nor Lessee held liable for any failure to perform thereunder if such failure is due to or in the result of any such law, order, rule or regulation, or for the alleged failure to drill any well or wells not herein specifically provided for.

In the event that the Lessee shall elect to store gas in any formation having natural gas in place, then prior to actual storage therein, the then market value of the total recoverable gas in place in said formation shall be determined by a reputable oil and gas engineering firm retained and paid by Lessee, and the owners of said gas shall be paid the equal one-eighth market value as determined as a and for their royalty from the gas in place in said formation, and, thereupon, the said owner thereof shall not be entitled to receive any further payment for gas that shall be withdrawn from the particular formation, whether in place or, thereafter injected and stored therein. If the parties Lessor herein own an interest in the oil and gas underlying said land less than the entire fee, then the royalty herein provided to be paid shall be reduced proportionately to their ownership.

The undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

The term "Gas" herein shall, for storage purposes, be deemed to include steam or air and its constituent gases, whether used for secondary recovery or for any other lawful purposes whatsoever, and whether stored in oil or gas bearing strata or in other strata underlying the lease premises. Annual payment of \$300.00 for each storage well will be made. If payment not received in 15 days this lease void.

IN WITNESS WHEREOF WE SIGN, this 17th day of March 1979.
ConPetro Inc. (REAL) Russell Kohlhaagen (REAL)
BY: Robert W. Smith (REAL) Marjorie Kohlhaagen (REAL)
President (REAL) Witnessed the above two signatures: (REAL)
Robert W. Smith (REAL) Marjorie Kohlhaagen (REAL)
ATTEST: John C. Brown (REAL) John C. Brown (REAL)
This instrument prepared by H. C. Brown, Indianapolis, Indiana (REAL)

ACKNOWLEDGEMENT

STATE OF Indiana }
COUNTY, } ss.
I, Ralph C. Brown, a Notary Public, in and for said County, in the State
afore said, do hereby certify that Russell Kahlhagen and Marjorie Kahlhagen,
Husband & wife
personally known to me to be the same persons whose name S subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that they signed, sealed and delivered the said instrument as P 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 17th day of March
My commission expires Aug 15, 1979



ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY, } ss.
I, _____ a Notary Public, in and for said County, in the State
afore said, do hereby certify that _____
personally known to me to be the same person... whose name subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____ day of _____, 19____
My commission expires _____ Notary Public.

FORM FOR CORPORATION

STATE OF Ohio }
COUNTY OF Montgomery } ss.
I, Barbara H. Zvakos, a Notary Public, in and for said County, in the State
afore said, do hereby certify
that Robert W. Smith, President
of ConPetro, Inc.
to me personally known as the president (or other officer) of ConPetro, Inc.
and as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and
acknowledged, sealing and delivering the said instrument as the free and voluntary act of said
ConPetro, Inc. for the consideration and purposes therein set forth, and that he was duly
authorized to execute the same by the board of directors of said corporation.
IN WITNESS WHEREOF, I have set my hand and seal hereto this 12th day of March 1979
November 30, 1980. Barbara H. Zvakos Notary Public.



FORM FOR SIGNING BY MARK

STATE OF _____ }
COUNTY OF _____ } ss.
I, _____ a Notary Public, in and for said County, in the State
afore said, do hereby certify
that _____ personally known to me to be the person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that _____ signed said instrument by _____ mark and sealed and delivered same
as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead;
said instrument having been read to _____, _____ being a person unable to read or write.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____
My commission expires _____ Notary Public.
His X Mark.

868

OIL AND GAS LEASE

FROM _____ TO _____
Dated _____ 19____
Section _____ Township _____ Range _____
No. Acres _____
County, _____

STATE OF _____ }
COUNTY OF _____ } ss.
This instrument was filed for record on the 5th
day of April, 1979 at 9:50
o'clock P. M., and duly recorded in book 101
Page 410 of the records of this office.
Dorothy J. Lee, RECORDER.
By Elizabeth K. Rishling, DEPUTY RECORDER.

When Received
Signed to _____
Notary Public.

Lease to ConPetro
Recorded in
Jasper County, Indiana

<u>Property Owner</u>	<u>Number of Acres</u>	<u>Recording Date</u>	<u>Miscellaneous Record</u>	<u>Page</u>
Crawford, Mary, widow	153	11/6/78	101	236
Schultz, Robert and Maureen	240	11/6/78	101	237
Hoffman, George Jr. as Executor of the Estate of George Hoffman, Sr.	298.24	3/13/79	101	382
Kohlhagen, Russell A. and Marjorie	800.98	4/5/79	101	410
Schultz, Juanita Pauline, widow	204	4/25/79	101	439
Stowers, Max E. and Loretta R.	160	4/25/79	101	440
Yates William R. and Ruth	211.26	5/14/79	101	463

EXHIBIT A