

A F F I D A V I T

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

We, EUGENE F. HAAS and ROSE HAAS, husband and wife, being first duly sworn, do hereby depose and say as follows:

(1) On January 23, 1954, we, as lessors, entered into an Oil and Gas Lease Agreement with William J. Morriss, as lessee, covering the following described premises in the Township of Novi, County of Oakland and State of Michigan, to-wit:

The West 1/2 of the Southwest 1/4,
Section 31, Town 1 North, Range 8 East.

which is recorded in Liber 3099, Page 415, Oakland County Records.

(2) Said Oil and Gas Lease provided that if no oil or gas well was commenced during a five (5) year period ending on January 23, 1959, providing certain rental payments were made, said Lease would be forever terminated and extinguished.

(3) No oil or gas well was ever commenced on the premises described above under the terms of said Lease, nor were said premises made part of any communitized unit of which said premises formed a part under the terms of said Lease, nor were any rental payments received after the initial payment therefor.

Further deponent sayeth not.

Eugene F. Haas
Eugene F. Haas

Rose Haas
Rose Haas

Subscribed and sworn to before me this

7th day of DECEMBER A.D. 1962,

Thomas H. Beagan
Thomas H. Beagan
Notary Public, WAYNE County, Michigan

My commission expires: MAY 7, 1965

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MICHIGAN
REGISTER OF DEEDS RECORDS
1962 DEC 14 PM 1 58

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Return to:
Mr. Harold J. Knolls
2000 Second Ave.
Room 230
Detroit Edison

DETROIT, MICH.

APR 15 1945

TO: Mr. Knolls

FROM: Mr. Knolls

RE: [Illegible]

[Illegible]

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LIBER 3099 PAGE 415
OIL AND GAS LEASE

Agreement Made and entered into the 27th day of January 1954 by and between Eugene Haas and Rose Haas, husband and wife, Eugene F. Haas and Rose Haas, husband and wife,

23
14586 Warwick St., Detroit, Michigan, hereinafter called lessor (whether one or more), and William J. Morriss, hereinafter called lessee:
of 70 Highland Ave., Highland Park, Michigan,

Witnesseth: That the said lessor, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee 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 tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain parcel of land situate in the Township of Novi County of Oakland State of Michigan described as follows, to-wit:
The West half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 6

of Section 31 Township 1 N Range 8 E and containing 80 Acres, more or less

It is agreed that this lease shall remain in force for a primary term of Five years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the 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 part of all oil produced and saved 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 off 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 lessor 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 lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 1st day of June 1954, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the U.S. Postoffice addressed to the above address or its successors, the sum of Eighty & No/100 which shall continue as the depository

regardless of changes in ownership of said land, the sum of Eighty & No/100 dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the lessor, or said depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

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 lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which lessor'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 operation thereon except water from the wells of lessor. 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 casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning 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 rentals or 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; and 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 lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally 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

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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. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each such non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payment which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 23rd day of JANUARY 1954

Witnesses:
E.A. Render E.A. Render
E.F. Render E.F. Render
Rose Haas Rose Haas
William J. Morris William J. Morris

STATE OF Michigan) SS. ACKNOWLEDGMENT TO THE LEASE
 COUNTY OF Oakland)
 On this 23 day of Jan'y A. D. 1954 before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Eugene F Haas

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as free act and deed.
Jean Austin Hall
 Notary Public Oakland County.
 My commission expires Oct 29 1954 Acting in Oakland County.

STATE OF Michigan) SS. ACKNOWLEDGMENT TO THE LEASE
 COUNTY OF Oakland)
 On this 23rd day of January A. D. 1954 before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Rose Haas and William J Morris

to me known as the person described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.
R. L. O'Brien
 Notary Public Oakland County.
 My commission expires Aug 10th 1957 Acting in Oakland County, Michigan

OIL AND GAS LEASE

FROM
Eugene F. & Rose Haas

TO
William J. Morris

Dated Jan 23rd 1954
 Section 21 Township 1 N Range 8 E
 No. Acres 30 County Michigan
 Term 5 Yr.

This instrument was filed for record on the 19 day of Jan'y 1954 at 11 o'clock M. and duly recorded in Book 30 Page 416 of the records of this office.

By _____ Register of Deeds
 Deputy _____

When recorded _____
 Return to _____

Frederick M. Bushard, Inc.
 Notary Public
 1648
 Mt. Pleasant, Mich.