

SCANNED

Date 2.3.11

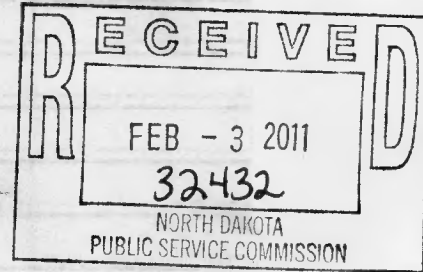
File Sayler-E-1-31-11-objections (32432)

Elton G Saylor
405 N 17th St
Bismarck ND 58501-4702
223 - 7800

1.

Public Service Commission
600 East Blvd Ave, DEPT. 408
Bismarck, N. DAK. 58505-0480

JAN-31-2011



IN objection; To revision No. 20, Permit
NAFK - 9503

Falkirk Mining Co. Application - Case No. RC-10-579

Request; No Permit of Any Kind Be Granted
To Falkirk Mining Co.

IN Particular Their Exploration Contract AND
Coal Lease, 03546
McLean County, N.D.

Township 146 North Range 93 West
Section 31. NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ - 200 acres
owned by Gilbert and Esther Saylor
Agreement = May 30, 1972
copy inclosed.

Reason: This Lease Expires in 2 years
May 2013. Both Primary Term of 20 years and
Renewal Term of 20 years. No New Lease will
be made and Falkirk Mining will Not be Permitted
To Trespass on the Land.

FROM DIRECTOR - RECLAMATION DIV.

Date: _____

Action: _____

Info. Only: _____

Info & File: _____

1. REASON # 2

THE Lease was INVALID and UNLAWFUL THE DAY IT WAS SIGNED IN 1972.

IT IS LIKELY OTHER Leases THAT ARE IN THE PERMIT AREA WITH THE SAME TYPE OF Lease WOULD BE INVALID AS WELL.

2. INVALID - UNLAWFUL CONTRACTS - Leases

INADEQUACY OF CONSIDERATION

C.J.S. 17 CONTRACTS - § 132 EXCEPTIONS

GROSS INADEQUACY OR FRAUD

AMOUNTS BOTH AT LAW AND EQUITY TO PROOF OF FRAUD

OPPRESSION AND UNDUE INFLUENCE

COURTS WILL SEIZE UPON CONTRACT READILY

TO VOID IT.

3. N.D. 9-05-03 Lawful Consideration Required WITHIN THE MEANING OF 9-08-01

4. 9-08-01 AGAINST PUBLIC POLICY

A. THE Lease IS NOT CONSISTENT WITH FAIR AND HONORABLE DEALINGS

B. CONTRARY TO SOUND POLICY

C. OFFENSIVE TO GOOD MORALS

(THIS COAL Lease - AND OTHERS - IS SO GROSS AND OFFENSIVE TO GOOD MORALS IT IS UNCONSCIONABLE)

5. D. COURTS HAVE AUTHORITY TO DECLARE THE PROVISION VOID AS AGAINST PUBLIC POLICY

32-04-13 - Lease CANNOT BE INFERRED AGAINST A PARTY TO A CONTRACT #2 IF IT IS NOT AS TO THAT PARTY

JUST AND REASONABLE. THE Lease IS NOT JUST OR REASONABLE

6. 9-05-04 - contract void when consideration UNLAWFUL
7. 9-05-07 consideration - method of Ascertainning
THE amount of consideration was at THE Coal Corp.
Sole Discretion - AN interested Party (IN THE Lease)
THEN THE consideration must be so much money as
THE object of THE Contract is WORTH.
8. 9-05-10 Good Faith Purchaser
Coal Corp HAS THE Burden of Proof To Establish THAT
THE 2 cents a ton FOR destroying THE Land and
income it Produces and THE 8 cents a ton FOR THE
Coal IS A valuable consideration. it is NOT
under 9-05-07 it must be so much money as THE Land
its income FOREVER, and THE Coal is worth.
THE 2 and 8 cents is INSUFFICIENT to establish a
valuable consideration OR Presumption of Value FOR
a Good Faith Purchase
9. THE Lease was void THE DAY it was signed
Coal Corp - Falkirk mining cannot be Permitted
to mine ON Private Property WITHOUT a Lease
OR A void Lease
10. U.S. Constitution - 5TH and 14TH Amendments Require
Just compensation Be Paid FOR Private Property Taken
FOR Eminent Domain,
N.D. Constitution - Article 1, Section 16
No Private Property may be Taken WITHOUT a Public Use
OR WITHOUT Just compensation

11. Just Compensation

THE Power Co. Pays THE coal corp. THE Local market Price FOR THE coal - WHICH IS 40% Below THE NATIONAL average - Lignite ENERGY Council

12. THE coal corp. Does NOT Pay THE coal OR LAND owners FOR THEIR Property and KeCp it For THEIR SELVES - EXCEPT FOR A Gross INADEQUATE UNCONSCIONABLE NOMINAL Fee OF 2 cents For DESTRUCTION OF THE LAND and 8 cents a Ton FOR THE coal 9-05-07, 9-05-10 IS INSUFFICIENT TO ESTABLISH A VALUABLE CONSIDERATION OR PRESUMPTION OF VALUE FOR A GOOD FAITH PURCHASE

13. 9-03-08 - ACTUAL FRAUD #1-5, 9-06-07, 9-03-10
THE RECITAL OF "CAN BARGAIN ON THE PRICE LATTER"
WHEN LATTER COMES TO BARGAIN ON THE PRICE
IT IS THEN SAID "IT STAYS LIKE IT IS IN THE LEASE."
BY THE coal corp.

14. BY LAW THERE IS MORE FRAUD IN THIS LEASE
17A. C.J.S. CONTRACTS § 161 - FAILURE TO DISCLOSE FACTS
9-03-08 - SUPPRESSION OF TRUTH - IS ONLY ONE OF THEM

15. IN MY OPINION THE coal corp WILL NOT REPLACE THE LAND TO ITS ORIGINAL FARMING CONDITION EVEN WHEN THE LAW REQUIRES IT - UNLESS FORCED TO OUR SO.

16. WHAT THE coal IS REASONABLY WORTH IS THE MARKET VALUE AT THE CENTER MINE - MINUS PROVEN MINING COSTS AND A REASONABLE PROFIT OF 10 TO 15 PERCENT THE REST BELONGS TO THE OWNER - NOT THE MINING CO.

17. WHAT THE Land is worth - its value and
THE Profit it Produces in Grain For EVER
AND THE BENEFITS THE OWNER HAS AS HIS HOME.

Elton Saylor
405 N. 17. ST
Bismarck N. DAK.,
58501

Elton G Saylor
405 N 17th St
Bismarck ND 58501-4702

Elton G Saylor
405 N 17th St
Bismarck ND 58501-4702

EXPLORATION
CONTRACT

COPY 1/20/72

ACKNOWLEDGMENTS

STATE OF North Dakota
COUNTY OF McLean ss.

On this 30th day of May, 19 72, before me, personally appeared Gilbert

Saylor and Esther Saylor to me known to be the person 5 described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires: W. L. BRAUN, TURTLE LAKE, N. DAK.
NOTARY PUBLIC McLEAN COUNTY, N. D.
MY COMMISSION EXPIRES SEPT. 30, 1972

W. L. Braun
W. L. BRAUN Notary Public.

STATE OF North Dakota
COUNTY OF McLean ss.

On this 30th day of May, 19 72, before me, personally appeared

Charles L. Donlin to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

My commission expires: W. L. BRAUN, TURTLE LAKE, N. DAK.
NOTARY PUBLIC McLEAN COUNTY, N. D.
MY COMMISSION EXPIRES SEPT. 30, 1972

W. L. Braun
W. L. BRAUN Notary Public.

KELSCH & DONLIN
P. O. BOX 1543
BISMARCK, NO. DAK.

NO. 257245

GRANTOR ✓
GRANTEE ✓
COPIED CDE ✓
COMPARED ✓
INDEXED FROM ✓

TO

Dated _____, 19____
No. Acres _____
McLean County N.D.
Term _____
This instrument was filed for record on
the 22 day of June, 1972, at
9 o'clock A. M., and duly
recorded in Book C-74, Page
_____ of the 76
records of this office.

W. L. Braun
Register of Deeds.

By _____ Deputy
When recorded return to _____

KELSCH & DONLIN
P. O. BOX 1543
BISMARCK, NO. DAK.

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____ in the year _____, before me, a Notary Public,
personally appeared _____
known to me to be the _____ of the Corporation that is described in and that executed the within instrument and
acknowledged to me that such Corporation executed the same.

EXPLOATION CONTRACT AND COAL LEASE

03546

THIS AGREEMENT, made and entered into this 30th day of May, 1972 by and between

Gilbert Saylor, A/K/A Gilbert H. Saylor and Esther Saylor, husband and wife

of 405 - 17th St., Bismarck, N. Dak. 58501

hereinafter called lessor (whether one or more) and Charles L. Donlin

of P.O. Box 1543, Bismarck, N. Dak. 58501 hereinafter called lessee:

Lessor, in consideration of \$ 10.00 in hand paid, the receipt of which is hereby acknowledged, hereby grants the exclusive right unto the Lessee, or his assigns, to explore for coal, lignite or sub-bituminous seams or beds by core or hole drilling, geophysical or other methods and the use of such machinery or equipment as may be necessary to accomplish such exploration for such coal seams or beds, and determine the depth, thickness, quality of such coal, if any, and hereby grants the Lessee, or its assigns, the exclusive right to make such exploration for a period of one year from the date hereof, on the following described land in the County of McLean, State of North Dakota, to-wit:

TOWNSHIP 146 NORTH RANGE 83 WEST
Section 31: NE 1/4 SE 1/4, NE 1/4

and containing for purposes of this instrument 200 acres more or less.

In the event Lessee concludes from such core drilling or other exploration, by him or his assign made, that there are favorable coal conditions on or in the vicinity of said land, the Lessee, in his sole discretion shall have the right to convert this Exploration Contract into a coal lease by complying with the terms of paragraph 4 hereof, and such compliance shall constitute a valid and adequate consideration for all of the rights and privileges herein granted and for the coal lease hereinafter set out.

Upon the commencement of operations for the mining of coal, by sinking of a shaft or shafts or the stripping of overburden, or the tender of payments of the sum provided in paragraph 4, this instrument shall immediately and automatically and without further action, on the part of the Lessor or the Lessee and without the execution of any additional instrument, be converted into a Coal Lease between the Lessor and Lessee, the terms of which are as follows:

WITNESSETH:

1. Lessor, for and in consideration of the covenants and agreements herein contained has granted, demised, leased and let and by these presents does demise, lease and let exclusively unto Lessee, the lands hereinabove described, with the exclusive right of mining, exploring, drilling, stripping, sinking shafts and tunnels, and producing, transporting, and selling coal, sub-bituminous coal, lignite, and their respective constituent products and other materials or minerals intermingled, commingled, or associated therewith, including all beds, seams, veins or coal strata, being in, underlying, in or under the lands described, including the right to strip, pile up, overburden, raise, remove and transport away, save and market the same and the exclusive surface and sub-surface rights and privileges necessary, incident to or convenient for the economical operation along or conjointly with neighboring lands for such purposes, including the right to construct buildings, tramways, railroads, power and communication lines.

2. Subject to the other provisions herein contained, this lease shall be for a term of twenty (20) years from and after the date of its conversion from an Exploration Contract into a Coal Lease hereinafter called "primary term" and as long thereafter as coal, lignite sub-bituminous coal and their respective constituent products and other materials or minerals intermingled, commingled or associated therewith as being produced from the above described land or neighboring land as a part of a continuous or integrated mining or coal stripping operation, or rental, (Herein sometimes referred to as "advance royalty") is being paid. Provided further that the Lessee, his heirs, executors, administrators, successors or assigns, in the event of non-production of coal during the base term, shall have an option to renew this lease for a further term of twenty (20) years and agrees to pay therefor the sum of Ten Dollars (\$10.00) per acre.

3. In consideration of the premises the Lessee covenants and agrees:

- (a) To pay the owner of the coal royalty on every ton of 2000 pounds of coal mined during the term of this lease, said royalty to be at the rate of eight (\$8.00) cents per ton of coal, lignite, sub-bituminous coal or associated or commingled mineral products. Royalties shall be paid quarterly within thirty (30) days from the expiration of the quarter in which the coal is mined or produced.
- (b) To pay Two (\$2.00) Cents per ton to the owner or owners of the surface, in addition to said royalty above set forth, as surface damage and in lieu of restoring the surface or leveling overburden piles. If more than one person owns the surface or the coal, or in the event that one party owns less than a complete ownership of the surface and coal, said party shall be paid only in the proportion that his interest bears to the whole. Any interest in the production from the lands described, to which the interest of Lessor may be subject, shall be deducted from the royalty reserved.
- (c) To permit Lessor to inspect the leased premises and all books or records of coal produced, weights and measurements thereof at all reasonable times and agrees to estimate or keep accurate books and records of coal produced and the weight thereof.
- (d) To purchase from Lessor at the then fair market value, any residence or buildings comprising a farmstead at such time as its actual mining operations approach within two hundred (200) feet of such building or buildings.
- (e) To pay all taxes lawfully assessed and levied upon improvements, output of mines, or other rights, property, or assets of the Lessee.
- (f) To surrender possession of the leased premises to Lessor upon termination of this lease for any cause, subject to Lessee's right to re-enter, such right of re-entry being hereby granted, at any time within six (6) months after date of termination, for the purpose of removing all machinery, tracks, buildings and other improvements and equipment from said premises, placed there by Lessee.

4. If no coal mining or stripping operations are commenced on the leased premises or on lands jointly operated with the above described premises or any part thereof, as herein provided, on or before one year from the date hereof, this lease shall terminate as to both parties, unless Lessee on or before that date shall pay or

tender to the Lessor or to the Lessor's credit in the Bank of North Dakota

bank at Bismarck, North Dakota 58501 which shall continue as depository for rental regardless of change in the ownership of said land, the sum of Two hundred and no/100ths successors,

(\$ 200.00) which shall operate as a rental and cover the privilege of deferring the commencement of operations for mining or coal stripping operations for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of operations for coal mining or stripping may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited above, the down payment, is the consideration for execution of this instrument and for any and all rights, provided, however, that any and all rentals by Lessee paid, except the consideration for execution of this lease, shall be considered advance royalty to be credited against the first royalties as they accrue under this lease, for coal mined during any subsequent year or years in which this lease is in force. Should the depository bank hereafter close without a successor, Lessee or its assigns may deposit a rental or royalty in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to Lessor at last known address.

5. Lessee may, at any time release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue as to the lands released shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

6. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, rentals or royalties, shall operate to enlarge the obligations or diminish the rights of the Lessee, 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 certified copies of muniments of title derailing title from Lessor; 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 part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land as to which the said Lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

7. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at anytime to pay for Lessor, 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 Lessor hereby agrees that any such payments made by the Lessee for the Lessor, may be deducted from any amounts of money which may become due the Lessor under the terms of this lease.

8. If said Lessor 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. Any interest in the production from the lands herein described to which the interest of Lessor may be subject shall be deducted from the royalties and rentals herein provided.

9. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or regulation enacted or issued by any such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the address of Lessor herein set forth, or upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County or municipal laws, rules regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee and this lease shall not be terminated in whole or in part,

and containing for purposes of this instrument 200 acres more or less.

In the event Lessee concludes from such core drilling or other exploration, by him or his assign made, that there are favorable coal conditions on or in the vicinity of said land, the Lessee, in his sole discretion shall have the right to convert this Exploration Contract into a coal lease by complying with the terms of paragraph 4 hereof, and such compliance shall constitute a valid and adequate consideration for all of the rights and privileges herein granted and for the coal lease hereinafter set out.

Upon the commencement of operations for the mining of coal, by sinking of a shaft or shafts or the stripping of overburden, or the tender of payments of the sum provided in paragraph 4, this instrument shall immediately and automatically and without further action, on the part of the Lessor or the Lessee and without the execution of any additional instrument, be converted into a Coal Lease between the Lessor and Lessee, the terms of which are as follows:

WITNESSETH:

1. Lessor, for and in consideration of the covenants and agreements herein contained has granted demised, leased and let and by these presents does demise, lease and let exclusively unto Lessee, the lands hereinabove described, with the exclusive right of mining, exploring, drilling, stripping, sinking shafts and tunnels, and producing, transporting, and selling coal, sub-bituminous coal, lignite, and their respective constituent products and other materials or minerals intermingled, co-mingled, or associated therewith, including all beds, seams, veins or coal strata, being in, underlying in or under the lands described, including the right to strip, pile up, overburden, raise, remove and transport away, save and market the same and the exclusive surface and sub-surface rights and privileges necessary, incident to or convenient for the economical operation along or conjointly with neighboring lands for such purposes, including the right to construct buildings, tramways, railroads, power and communication lines.

2. Subject to the other provisions herein contained, this lease shall be for a term of twenty (20) years from and after the date of its conversion from an Exploration Contract into a Coal Lease (hereinafter called "primary term") and as long thereafter as coal, lignite sub-bituminous coal and their respective constituent products and other materials or minerals intermingled, co-mingled or associated therewith as being produced from the above described land or neighboring land as a part of a continuous or integrated mining or coal stripping operation, or rental, (Herein sometimes referred to as "advance royalty") is being paid. Provided further that the Lessee, his heirs, executors, administrators, successors or assigns, in the event of non-production of coal during the base term, shall have an option to renew this lease for a further term of twenty (20) years and agrees to pay therefor the sum of Ten Dollars (\$10.00) per acre.

3. In consideration of the premises the Lessee covenants and agrees:
(a) To pay the owner of the coal a royalty on every ton of 2000 pounds of coal mined during the term of this lease, said royalty to be at the rate of eight (\$8.00) cents per ton of coal, lignite, sub-bituminous coal or associated or co-mingled mineral products. Royalties shall be paid quarterly within thirty (30) days from the expiration of the quarter in which the coal is mined or produced.

(b) To pay Two (\$2.00) Cents per ton to the owner or owners of the surface, in addition to said royalty above set forth, as surface damage and in lieu of restoring the surface and coal, said party shall be paid only in the proportion that his interest bears to the whole. Any interest in the production from the lands described, to which the interest of Lessor may be subject, shall be deducted from the royalty reserved.

(c) To permit Lessors to inspect the leased premises and all books or records of coal produced, weights and measurements thereof at all reasonable times and agrees to estimate or keep accurate books and records of coal produced and the weight thereof.

(d) To purchase from Lessor, at the then fair market value, any residence or buildings comprising a farmstead at such time as its actual mining operations approach within two hundred (200) feet of such building or buildings.

(e) To surrender possession of the leased premises to Lessor upon termination of this lease for any cause, subject to Lessee's right to re-enter, such right of re-entry being hereby granted, at any time within six (6) months after date of termination, for the purpose of removing all machinery, tracks, buildings and other improvements and equipment from said premises, placed there by Lessee.

4. If no coal mining or stripping operations are commenced on the leased premises or on lands jointly operated with the above described premises or any part thereof, as herein provided, on or before one year from the date hereof, this lease shall terminate as to both parties, unless Lessee on or before that date shall pay or tender to the Lessor or to the Lessor's credit in the Bank of North Dakota

bank at Bismarck, North Dakota 58501 Two hundred and no/100 successors, which shall continue as depository for rental regardless of change in the ownership of said land, the sum of 200.00

which shall operate as a rental and cover the privilege of deferring the commencement of operations for mining or coal stripping operations for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of operations for coal mining or stripping may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited above, the down payment, is the consideration for execution of this instrument and for any and all rights, provided, however, that any and all rentals by Lessee paid, except the consideration for execution of this lease, shall be considered advance royalty to be credited against the first royalties as they accrue under this lease, for coal mined during any subsequent year or years in which this lease is in force. Should the depository bank hereafter close without a successor, Lessee or its assigns may deposit a rental or royalty in any National bank located in the same county with the first named bank, due notice of such deposit to be mailed to Lessor at last known address.

5. Lessee may, at any time release this lease as to any stratum or strata and as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue as to the lands released shall cease and terminate. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

6. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, although it is agreed that no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee, 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 certified copies of muniments of title derailing title from Lessor; 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 part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land as to which the said Lessee or any assignee thereof shall make due payment of said rental. In the event of death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased.

7. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at anytime to pay for Lessor, 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 Lessor hereby agrees that any such payments made by the Lessee for the Lessor, may be deducted from any amounts of money which may become due the Lessor under the terms of this lease.

8. If said Lessor 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. Any interest in the production from the lands herein described to which the interest of Lessor may be subject shall be deducted from the royalty herein reserved.

9. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of Lessor for purposes of complying with such laws or regulations Lessee may rely upon the address of Lessor herein set forth, or upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any sums of money due or payable to Lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County or municipal laws, rules regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting mining operations during the primary term of the lease under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

10. If the demised premises are hereafter owned severally the rentals and royalties payable hereunder, shall be paid to the several owners in the proportion which their interest bears to the leased tract.

11. Should any person, firm or corporation have an interest in the above described land not leased to Lessee, or should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. The undersigned Lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

Gilbert Saylor
Gilbert Saylor

Esther Saylor
Esther Saylor

Lessor.

Charles L. Donlin
CHARLES L. DONLIN

Lessee.

9-5-22
L.Saylor

Double copy to #9

17 Bentonite Land

North Dakota Final Bond Releases for Lands Permitted or Re-permitted after July 1, 1979

(as of June 30, 2009)

TOTAL ACREAGE OF FINAL BOND RELEASE LANDS - 18,519 acres

Mine	Total Final Bond Release Acreage	Undisturbed	Cropland	Hayland	Native		Wildlife/		Trees/		Residential
					Grassland	Tame Grassland	Recreational	Industrial	Woodland	Ponds	
Beulah	655	50	266	-	1	-	-	337	-	1	-
Center	416	11	-	51	90	-	-	264	-	-	-
Falkirk	459	3	-	-	-	-	351	89	-	-	16
Freedom	1,539	307	398	-	131	-	394	289	18	2	-
Gascoyne	1,446	290	62	291	-	4	-	732	-	67	-
Glenharold	2,702	1,098	29	121	830	-	123	408	78	15	-
IndianHead**	3,085	710	895	281	1,040	17	-	118	6	18	-
Larson	811	363	322	2	-	58	-	53	1	12	-
New Leipzig**	35	10	-	25	-	-	-	-	-	-	-
Royal Oak-JK	10	-	-	-	-	-	-	10	-	-	-
Royal Oak**	334	25	79	-	-	64	-	166	-	-	-
Velva**	802	415	94	-	277	-	-	-	14	2	-
GeoResources* **	90	15	-	-	-	-	-	75	-	-	-
Totals	12,384	3,297	2,145	771	2,369	143	868	2,541	117	117	16

Total Acreage of Final Bond Releases on post 1979 Permits since January 1, 2003 - 7,811 acres

Final Bond Release for Lands Permitted before July 1, 1979

Mine	Acreage
Beulah	518
Center	871
Falkirk	27
Freedom	21
Gascoyne	17
Glenharold	2,159
IndianHead**	1,483
Larson	748
Royal Oak	63
Velva**	117
GeoResources* **	30
Bentonite* **	59
10 small mines**	22
Total	6,135

* Leonardite Mines

** Mines totally bond released

Current Acreage under Permit

Mine	Acreage
Beulah	6,682
Center	9,700
Falkirk	34,828
Freedom	48,628
Gascoyne	1,685
Glenharold	4,569
Larson	249
Royal Oak	116
American Colloid*	606
Stoney Creek*	160
Total	107,223

where is
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Total Acreage of Final Bond Releases on pre 1979 permits since January 1, 2003 - 399 acres