

1840

P. D. M.
P. 1727
P. L.
C. L.
C. D.
C. I.

Fred C. Turner

To

The Lucas Fuel & Mfg. Co.

Gas Lease

This Contract and agreement made and entered into this 10 day of December, A.D. 1906, by and between Fred C. Turner and Gunter M. Turner, his wife, parties of the first part, and the Lucas Fuel and Manufacturing Company, a Corporation having authority to do business in the Indian Territory, party of the second part, witnesses:

That the parties of the first part for and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter mentioned, have leased and granted to the party of the second part, its successors and assigns, for the purpose and with the exclusive right and privilege of drilling and operating for gas, and of transporting the same through said tract hereinafter described, all that certain tract of land situate in the Creek Nation, Indian Territory, to-wit:

The North Half of the South West Quarter and the South East Quarter of the South West Quarter of Sec. 4, T 19 N., R. 13 E. containing 120 acres more or less.

Together with the right to lay, maintain and operate its mains, pipe lines and machinery, and together with the exclusive right of ingress and egress to said premises, or any part thereof, for the purpose of drilling for, operating for, producing, transporting and using or marketing said gas, and further, with the right to erect, construct, operate and remove at any time all derricks, structures, plants and machinery, also pipes and gas mains.

It is further understood and agreed that this lease shall become effective from and after the date first above written and shall continue in full force and effect for a period of ten years and as long thereafter as gas shall be found on said premises in paying quantities; provided, that said lease shall become absolutely null and void after six months from the date hereof in case the parties of the second part shall have not before that period has elapsed, found gas in paying quantities on said premises.

As a further consideration for this lease, the parties of the second part agree and bind themselves to pay to the party of the first part in case gas shall be found on said premises in paying quantities the sum of one hundred and fifty dollars (\$150) per annum per well for each well from which gas shall be used from off said premises and the sum of fifty dollars (\$50) per annum per well in case said well shall be a producer in paying quantities but from which no gas shall be taken.

It is further understood and agreed by the parties hereto that in case oil well or wells shall be found by the party of the second part in