

and spendali for the taking of all oil, gas, coal and other materials of every kind and character in the above described tract of land all of which upon the following terms and conditions.

The party of the second part his heirs and assigns shall deliver in tank car at the wells one twentieth of all oil produced on the premises; shall pay a royalty of five cents per ton for all coal mined thereon; shall pay the sum of fifty dollars per year for each gas well from which gas shall be sold; shall pay 5 cents per ton for all asphalt produced and shall deliver on the dump one twentieth of all other mineral produced on said premises the said one twentieth to be for the benefit of the party of the first part.

The party of the second part his heirs and assigns shall have the right to use a sufficient part of the surface of said land to take stone and remove all coal oil gas and other minerals, discovered upon said land, and shall have a right to use a sufficient amount of water from said lands to properly take and dispose of said mineral and for this purpose dig and bore wells for water if necessary. The party of the second part his heirs and assigns in entering upon said property and developing the same for any mineral purposes shall do as little damage to growing crops as possible and shall pay to the party of the first part its successors and assigns such damages as the crop may sustain.

This lease shall continue for twenty years from and after this day and as long thereafter as any of said minerals are found in paying quantities. The second party shall have the right and privilege to remove all fixtures and machinery placed by him or said land.

Said second party his heirs and assigns shall prospect and begin the development of said