

Frank C. Giddings

Gas Lease

The Tulsa Fuel and Mfg. Co.

This Contract, made this 19th day of November, A. D. 1906, between Frank C. Giddings (unmarried), parties of the first part, and (The Tulsa Fuel and Manufacturing Company, a corporation,) of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, do hereby grant unto the said second party, its successors and assigns, all of the gas in and under the following described premises, situated in and within the Creek Nation in the Indian Territory, and more particularly described as follows to-wit:

The South half ($\frac{1}{2}$) of SW $\frac{1}{4}$ and the North-east Quarter ($\frac{1}{4}$) of the South-west Quarter ($\frac{1}{4}$) of Section No. Five (5), Township No. Nineteen (19) North, Range No. Thirteen (13), East of the Indian Meridian, containing 120 acres more or less.

And 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 the right to erect, construct, operate and remove, at any time, all derricks, structures, machinery, pipes and pipe-lines necessary therefor; Provided, that if the land described in this lease shall at any time be surveyed and platted into town lots by the first party, then the second party shall lay all pipe-lines to follow the streets and alleys, said pipe-lines to be placed so that the top of the pipe will be twelve (12) inches below the surface, and, further, if the first party, his successors or assigns, should, at any time thereafter, change the grade of any street or alley after second party has laid its pipe-lines as herein stipulated, then the first party, his successors or assigns, shall pay the expense of re-laying the pipe-lines of the second party to conform to the new grade; Provided, that said first party shall have the use of the said lands for farming purposes, and for use, development and transportation of any oil in or under the same, so long as such uses do not interfere with the interests and rights of the second party, its successors and assigns, as herein granted.

It is mutually agreed that there shall be only five (5) gas wells drilled upon said premises, the location thereof to be selected by both parties, their successors or assigns, and in case oil shall be obtained in any of the said wells so provided for, that then and in such case the first party shall have the option to acquire the same by paying for the actual cost of drilling, casing, tubing, &c., and such oil well, or wells, shall not be accounted as one of the five wells herein provided for; And it is also, mutually, agreed that the first party

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