

OIL AND GAS LEASE.

AGREEMENT, Made and entered into this 16th, day of November, A. D. 1908, by and between Tulsa Lime Stone Ballast Company, of Tulsa, Oklahoma, party of the first part, and the March Oil Company, a corporation of Tulsa, Oklahoma, party of the second part, *lessee*

WITNESSETH: That the said party of the first part for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations dollars, in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, 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 party of the second part, its successors and assigns, for the sole and only purpose of mining and operating for oil and natural gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

North Half of Northwest Quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) of Section Twenty Four (24) and South Half of Southwest Quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 13 all in Township 19, Range 11, and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil or gas, or either of them is produced therefrom by the party of the second part, successors and assigns.

In consideration of the premises the party of the second part covenants and agrees:

1st. To deliver to the credit of the ^{first} party, its successors and assigns, free of cost, in the pipe line to which it may connect its wells, the equal $1/8$ part of all oil produced and saved from the leased premises.

2nd. To pay to first part One Hundred Fifty Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost to heat five stoves in dwelling house on said premises during the same time.

The party of the second part agrees to complete a well on said premises within twelve months from the date hereof, or pay at the rate of fifty cents an acre, in advance, for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water from wells, springs or streams on said land for its operation thereon, except water from wells of first party.

When requested by the first party, the second party shall bury all pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than 200 feet of the house or barn on said premises.

Second party shall pay for damages caused by it to growing crops on said lands/

The party of the second part 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. All payments which may fall due under this lease may be made direct to Tulsa Lime Stone Ballast Company, or deposited to its credit in First National Bank, Tulsa, Oklahoma.

The party of the second part, its successors and assigns, shall have the right at any time on payment of One Dollars to the party of the first part, its successors and assigns, to surrender this lease for cancellation, after which all payments and liabilities hereafter