

Julian  
7-19-60

R.P.

## A G R E E M E N T.

THIS AGREEMENT, Made and entered into by and between L. W. Buffington and wife Nancy G. Buffington, of Vinita, Indian Territory, and W. P. Phillips and wife, Jenahna Phillips, of Turley Indian Territory, parties of the first part, and Howard Weber, of Bartlesville, Indian territory party of the second part, WITNESSETH:

That L. W. Buffington and W. P. Phillips have Freedmen Deeds for the following described lands in the Cherokee Nation of the Indian Territory, namely:

The East Half (E/2) of the Southwest Quarter (SW/4) of Section 29, Township 21 North, Range 13 East, and the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), of the Southeast Quarter (SE/4) of Section 29, Township 21 North, Range 13 East, and the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 32, Township 21 North, Range 13 East, and the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section 31, Township 21 North, Range 13 East, and that it is de-

sired by the parties hereto that the said lands shall be leased by the parties of the first part for oil and gas purposes to the party of the second part for so long as oil or gas is found in paying quantities; and that to carry out these purposes, the parties of the first part hereby grant to the party of the second part the right to enter upon the said land and to extract therefrom the oil and gas therein, which right shall continue for so long a time as oil or gas is found therein in paying quantities, and upon the following terms:

The party of the second part is to pay to the parties of the first part through L. W. Buffington <sup>one</sup> and fourth (1/4) of all the proceeds of the oil and gas derived from the property, and the party of the second part is to be at all the expense of developing the land, and the party of the second part is to begin operations at once and to have a well completed upon the land within sixty days (60 ) days from the signing of this contract. And the party of the second part in the event that oil is not found in the first well shall continue drilling operations until three (3) test wells are put down upon the land hereby leased; and, in the event oil is found in paying quantities in any of the test wells, then the party of the second part is to continue drilling with due diligence until the lands embraced in this lease are drilled up. And the party of the second part in the event he finds oil in paying quantities, is to offset all producing wells drilled by other parties near the property, and is to protect the lines of the lands leased.

In the event that there is trouble in getting rid of the oil that is produced, then the party of the second part can discontinue drilling, with the written consent of the parties of the first part, until such time as the oil is taken.

The party of the second part is to have free for operating purposes gas he may find upon the leased land, but upon all other gas that is found on the leased premises and saved, the party of the second part shall pay a one fourth (1/4) royalty.

And the party of the second part agrees to properly secure all wells on the premises so as to prevent waste, and in the event of abandoning any well, he is to securely plug the same so as to prevent water getting into the oil-bearing horizon. And the party of the second part is to use the premises in a careful and prudent manner, and is to have the use of water found on the premises free for operating purposes.

In the event that the test holes or any other wells drilled upon the premises develop to be gas wells, then said gas wells are to be securely closed until such time as there is a market for the gas, and then the gas is to be extracted and paid for in the same manner as the oil. In the event the test holes are dry holes, then, after securely plugging the same, said Weber may pull the casing and the wells shall thereupon be considered abandoned.

IN WITNESS WHEREOF, the parties have hereunto set their hands, on this 5th, day of Novem-