

-----OIL AND GAS LEASE :-----

THIS AGREEMENT, Made this 12th day of March A.D. 1908, by and between John I Yargee, Guardian of Charley Yargee of Tulsa County, a minor, party of the first part, and Robert Galbreath of Tulsa County, of the second part.

WITNESSETH: That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, granted, demised, leased and let unto the party of the second part, his heirs and assigns, all the oil and ~~gas~~ ^{gas} in and under that certain tract of land herein afterdescribed, and also all the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

North West 1/4 of Section 28 Township 19 N Range 12 E Acres 160
Containing 160 acres more or less. But no wells shall be drilled within Three Hundred feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, his heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said lessees.

To have and to hold the same unto ~~unto~~ the said party of the second part, his heirs and assigns until said minor reaches his majority

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipe lines the eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay \$ 100.00 yearly in advance for the products of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

Provided, however, that, if a well is not started on said premises within ninth days from date hereof, then this lease and agreement shall be null and void, unless party of the second part within each and every year after the expiration of the time above mentioned for the starting of a well, shall pay a rental of Fifty cents per acre until a well is started thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments may be made direct to party of the first part or may be deposited to his credit at Bank of Red Fork, Red Fork Okla and further, upon the payment of One Dollar at any time after 1 year by the party of the second part, his heirs and assigns, to the party of the first part, ^{his} heirs and assigns, said lessee shall have the right to surrender this lease for cancellation after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease be come absolutely null and void.

All conditions between the parties hereto shall extend and apply to