

OIL AND GAS MINING LEASE

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This indenture of lease made and entered into in triplicate, on this 19th day of June 1908, by and between Bert Buckmaster, guardian of the estate of Ethel May Buckmaster, a minor of Tulsa, Oklahoma, party of the first part/ lessor, and W.J. Hogan and R.W. Kellough all of Tulsa Oklahoma, parties of the second part, lessees.

WITNESSETH:-

That the party of the first part for an in consideration of the cash bonus and the royalties, covenants, stipulations and conditions hereinafter contained and hereby agreed to be paid, observed and performed by the parties of the second part their heirs, successors and assigns, does hereby demise, grant and let unto the parties of the second part, their heirs, successors and assigns for the term of fourteen years from date hereof, not, however, beyond the majority of said minor, all the oil deposits and natural gas in or under the following described tract of land, lying and being within the County of Tulsa State of Oklahoma, to-wit:

W 1/2 of S W 1/4 of Sec 17 Township 20 Range 13

containing eighty acres, more or less, with the right to prospect for, extract, pipe, store, refine and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining and removing such oil and natural gas including also the right to obtain from wells or other sources on said land by means of pipe-lines, or otherwise a sufficient supply of water to carry on said operation and including still further the right to use such oil and natural gas as fuel as far as it is necessary to the prosecution of said operations.

Should a well be found producing gas only, the lessor shall be paid for each such gas wells at the rate of One Hundred Fifty (\$150.00) Dollars for each year. So long as the gas is sold therefrom, payable quarterly while so marketed.

In consideration of which the parties of the second part hereby agree and bond themselves, their heirs, successors and assigns, to pay or cause to be paid to the guardian of the estate of said minor, as royalty, the sum of Twelve and one-half per cent of the gross proceeds, on the leased premises of all crude oil extracted from said lands, such payment to be made at the time of sale or disposition of the oil.

It is further agreed that the lessees shall pay as bonus the sum of ~~The~~ Three and 50/100 Dollars (\$3.50) per acre and it is further agreed that if oil wells drilled on said premises have an average production of thirty five barrels per day of Twenty four hours, after being operated for ninety days, then said parties of the second part shall pay to the guardian an additional sum of Twenty-one and 50/100 (\$21.50) Dollars per acre.

The parties of the second part further agree to commence drilling for oil and gas on said premises by September 1st 1908, and carry on operations in a ^{workman} ~~workman~~ ship like manner with reasonable diligence, to commit no waste on the said land, and to suffer no waste to be committed upon the portion in their occupancy, or use, to take good care of the same and to promptly surrender and return the premises upon the termination of this lease to the party of the first part, or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said party of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting all tools, casing, bailers