

COMPARED

## -----: OIL AND GAS MINING LEASE :-----

This contract and agreement, Made and entered into this the 22nd day of July 1908 by and between John W Archer, a guardian of the person and estate of John Ernest Archer, a minor, and the Orient Oil & Gas Company, a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma :

## WITNESSETH:

That for and in consideration of the covenants and agreements here in after contained the said John W Archer has this day, subject to the approval of the County Court of Tulsa County, Oklahoma, granted, bargained, and leased and by these presents doth hereby grant, bargain and lease unto the Orient Oil & Gas Company, its successors and assigns all the oil and gas in and under the hereinafter described premises, together with the right to enter upon said premises at all times for the purpose of mining drilling and operating for oil, gas and water and to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of oil, gas, or water, provided the said John W Archer shall have the right to use the said premises for farming purposes, except such part as shall be occupied by the party of the second part or as are necessary to be used for the proper development of the property by the Orient Oil & Gas Company; namely :-

All that certain tract or parcel of land situated in Tulsa County, Oklahoma, and described as follows, to-wit:

The south half of the Northeast Quarter ( NE 1/4 ) of Section Thirty S-30) Township Twenty ( Tw .20 ) Range Thirteen ( R-13 ) East containing Eighty (80) acres of land and situated in Tulsa County, Oklahoma, belonging to the estate of John Ernest Archer .

The above grant is made upon the following terms and conditions :

## FIRST.

Orient Oil & Gas Company agrees to commence the drilling of a well upon said premises within Two Hundred and fifty (250) days from the date of the final approval of this lease and grant by the Judge of the County Court of Tulsa County, <sup>Oklahoma</sup> and to continue the drilling of said well to a depth of Twenty -two hundred (22 00) feet, unless oil or gas is found in paying quantities at a less depth .

## SECOND :

Should oil be found in paying quantities upon the premises the Orient Oil & Gas Company agrees to deliver to John W Archer as guardian of the estate of John Ernest Archer, or pipe line or lines, with which second party may connect to well or wells the One-eighth ( 1/8 ) part of all oil produced and saved from said premises .

## THIRD :

Should gas be found in paying quantities in any well the consideration in full for such well shall be at the annual rent of One Hundred Fifty and No/100 Dollars (\$ 150.00) payable quarterly for the gas from each well and while said gas is being piped and used off said premises by the Orient Oil & Gas Company, together with the privilege to said John W. Archer to pipe and use gas from said well or wells to heat and light one dwelling house on said premises, so long as said lessee continues to pipe and use said gas from said well, said Archer making his own connections, but said lessee does not guarantee against a sufficient supply of gas by pumping said well or wells or otherwise, nor shall said lessee be liable for any injury or injuries to the person or property of the said lessor, arising out of the use of the said gas .