

## 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, as guardian of the person and estate of Robert V Archer, a minor, and the Letcher Oil 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 hereinafter 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 Letcher Oil 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 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 Letcher Oil Company, Namely:

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

The east Half of the east half of the Northwest quarter (N W 1/4) and the South half of the North half of the Northeast quarter (N E 1/4), of Section Thirty (s-30) Township Twenty (Twp 20) Range Thirteen (R-13) East, containing Eighty (80) acres, belonging to the estate of Robert V Archer.

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

- FIRST. Letcher Oil Company agrees to commence the drilling of a well upon said premises within one hundred and twenty (120) days from the date of the final approval of this lease and grant by the Judge of the County Court of Tulsa County, Oklahoma, and to continue the drilling of said well to a depth of Twenty-two Hundred (2200) 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 Letcher Oil Company agrees to deliver to John W Archer as guardian of the estate of Robert V 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 <sup>any</sup> well the consideration in full for such well shall be at the annual rate 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 Letcher Oil 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 said gas.
- FOURTH. That said Letcher Oil Company shall have the privilege of excavating, drilling or boring for water and of using sufficient water, wood, gas and oil from said premises