

containing eighty acres more or less . But no wells shall be drilled within one Hundred feet of the present buildings , except by consent of both parties .

The party of the first part grants the further privilege to the party of the second part, its heirs and assigns as using sufficient gas, oil and water 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 any machinery or fixtures placed on the premises by said lessee .

To have and to hold the same unto the said party of the second part , its heirs and assigns with the right to sublet ~~and~~ subdivide for the term of Five years six months, five days from the date hereof, and a long thereafter as oil or gas is being produced therefrom by said lessees.

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 one-eighth part of all oil produced and saved from the leased premises . And should gas be found in paying quantities, second party agrees to pay as provided in Department leases in advance for the product from each gas well, while the same is being sold off the premises and the 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 ~~pay for all damages to growing crops caused by said operations~~ 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 drilled on said premises within one year from the date hereof, then this lease and agreements shall be null and void , unless the party of the second part , within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of One Dollar per acre in advance until a well is drilled thereon, or until this lease is cancelled as hereinafter provided . And it is agreed that a 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 the party of the first part or may be deposited to his credit at Cherokee National Bank of Tahlequah Okla and a failure on the part of ~~the party~~ of the second party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying said rental, shall render this lease and agreements null and void and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with ~~the~~ effect as if this agreement had never been made .

It is understood that all the terms and conditions between the parties shall hereeto extend and apply to their respective heirs, executors, administrators and assigns .

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written .

Signed, sealed and delivered in presence of  
W.L. Johns

Thomas Murphy , guardian of Looney  
Murphy, minor .

Houston B Teehee

Approved this the 11 day of August 1908 .

J.T. Parks  
County Judge .