

OIL AND GAS LEASE

THIS AGREEMENT, Made this 3rd day of December A.D. 1907 by and between Daniel A. Dabney and Alice Dabney, his wife of the first part, and Jonas C Bixler of the second part . . .

WITNESSETH That the said parties 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, assigns, all the oil and gas in and under that tract of land hereinafter described . . . 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 the Recording District Indian Territory, and described as follows, to-wit:

W 1/2 of S.W. 1/4 of N.E. 1/4 and S.E. 1/4 of S.W. 1/4 of N.E. 1/4 and N.E. 1/4 of S.E. 1/4 of N.W. 1/4, Section 29 Township 22 Range 13 Acres 40 containing 40 acres, more or less, But no wells shall be drilled within Three Hundred feet of the present buildings, except by mutual consent .

The parties of the first part grant 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 operations 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 lessees.

TO HAVE AND TO HOLD the same unto the said party of the second part his heirs and assigns for the term of ten years from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessees.

In consideration whereof, the said party of the second part agree to deliver to parties 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 on said premises in paying quantities second party agree to pay \$ 50.00 for all gas wells not used and \$ 150.00 for all gas wells used and piped off premises yearly in advance for the product of each gas well while the same is being sold off the premises, and first parties shall have free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense .

Second party agree 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 drilled on said premises within twelve months from the date hereof, then this lease and agreement 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 \$ 1.00 per year in advance until a well is drilled on which royalty is paid to that amount per year thereon, or until this lease is cancelled as hereinafter provided . And it is agreed that the completion of paying oil or gas 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