

of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products, for the term hereinafter set out and as long thereafter as oil or gas is produced, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

A strip of land (30) feet wide along the west side of lots five and eight (5 & 8) above described, bordering on the meander line of the Arkansas river, as disclosed by the official Government survey thereof, said strip of land being bounded by said meander line and being bounded by a line thirty (30) feet distant in an easterly direction above said meander line, running parallel with said meander line, running generally from the southeast to the northwest, the direction and location thereof being shown by plat attached hereto, and marked Exhibit "A" and made a part of said lease on said strip thirty (30) feet wide, and being in length the distance of said meander line throughout the course of the Arkansas River, through the south half (S $\frac{1}{2}$) of section 36, township 19 north, range 12 east.

The lessors covenant that no wells will be drilled in a general easterly direction from said strip on their premises above described, closer than 300 feet distant from the easterly boundary of said thirty-foot strip, and this agreement is a covenant running with the land and insures to the benefit of the lessees as fully as if herein leased.

The lessors further, for the same consideration, do hereby lease, grant, demise and let for the purposes described in this instrument heretofore, and in general for mining and operating for oil and gas, all of their right, title, interest and estate in and to the riparian rights below high water mark, or the meander line, lying in the bed of the Arkansas River adjacent, adjoining, contiguous to or bounding said lots Nos. 5 and 8 above described, and accruing to lessors as riparian owners and said premises so conveyed shall, for the purposes of this lease in the event lessors acquire a perfect title thereto, be considered one leased tract, together with said 30-foot strip. The acreage covered by said 30-foot strip herein leased for future purpose of this lease is roughly estimated at approximately two (2) acres, more or less, and the 300-foot strip Easterly therefrom, which lessor agrees shall not be drilled or leased for drilling purposes for oil or gas, is estimated at approximately twenty (20) acres.

IT IS FURTHER AGREED THAT NO rentals shall be due or payable on the riparian interest lying below said meander line leased hereby, until perfect title is had by lessor.

If no well be commenced on said 30-foot strip of land on or before the 1st day of January, 1923, this lease shall terminate as to both parties, the drilling of said well to be prosecuted with due diligence to completion; said well to be completed, in any event, not later than October 1st, 1923, accidents and causes beyond the control of lessee, excepted.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the date of completion of said first well, this lease shall terminate as to both parties, provided that the commencement of said second test and the due prosecution of the work thereon shall hold this lease as surely as rental payment under the ordinary lease contract, and that lessee shall have such time as is reasonably necessary to complete said second test and in the event the same is a dry hole, this lease terminates,

Lessee agrees to deliver to the credit of lessor, free of all cost in the pipe line to which it may connect its wells, the equal one-eighth (1/8th) part of all oil produced and saved from the lease premises, Lessee further agrees to pay ^{lessor} the equal one-