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covenants and agreements hereinafter contained on the part 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 laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

Southeast quarter (SE $\frac{1}{4}$) of Section Thirty-four (34), Township Nineteen (19) North, Range Thirteen (13) East, and North Twenty and seven hundredths (20.07) acres of Lot One (1), Section Three (3), Township Eighteen (18) North Range Thirteen (13) East.

It is agreed that this lease shall remain in force until the 1st day of January, 1924 and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each gas well where gas only is found, the equal one-eighth (1/8) of the gross proceeds, at the prevailing market rate, for all gas used off the premises, said payments to be made monthly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas, one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas so used, for the time during which such gas shall be used, said payments to be made monthly

If no well be commenced on said land on or before the 10th day of February 1923 this lease shall terminate as to both parties

Lessee agrees to prosecute the drilling of said well with due diligence.

As a consideration for the execution of this lease, lessee agrees to furnish and lay a pipe line from the gas well now located at the Northwest (NW) corner of the southeast quarter (SE $\frac{1}{4}$) of said section 34, to the residence of Lessor, on the lands hereinbefore described, in case lessee, his heirs or assigns, drills a well upon said lands productive of gas but not in a sufficient quantity to justify lessee, his heirs or assigns in retaining and operating the same for gas purposes, the lessor shall be entitled to and may have said well, but lessee, his heirs or assigns, may remove all casing and equipment from said well save and except the *drive* pipe which shall be left in such gas well and shall become the property of the lessor; provided, however, that the lessor is hereby given the option and privilege of purchasing the casing and equipment in said well by paying the lessee therefor at the market price for such casing and equipment. A breach of any of these agreements shall work a forfeiture of this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.