

COMPARED

225340 C.J.

LEASE AND AGREEMENT

This lease and agreement made and entered into this 1st day of February 1923, by and between Adesta F. Hindman and C. J. Hindman, her husband, of Tulsa, Oklahoma, hereinafter known and referred to as lessor, and Price Sand company, a corporation, hereinafter referred to as lessee, WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, and for the further consideration herein after recited, the said lessor does hereby lease and let to the said lessee, for a period of twenty (20) years from April 1, 1923, the following described premises;

A certain irregular tract of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, Township 19 North, Range 12 East, said tract of land lying between the North line of the A. V. & W. Railway right-of-way and the South bank of the Arkansas River; said tract comprising all that portion of the strip between the said North line of the A. V. & W. Railway right-of-way and the South bank of the said Arkansas River belonging to lessor, and lying in the SW of 8-19-12, lying West of a certain irregular tract in the said SW $\frac{1}{4}$ of Sec 8, Township 19 North, Range 12 East, owned by the Oklahoma Petroleum & Gasoline Company; the western boundary of the strip or tract herein leased being bounded by the west line of the said SW $\frac{1}{4}$.

The lessor hereby specifically leases and lets to the said lessee all that part of said premises lying west of the switching or spur tracks of lessor now located on said premises as described in revertible right-of-way deeds executed to the St. L. & S. F.Ry. Co. by lessors and now recorded in the office of the County Clerk of Tulsa county, Okla., for the purpose of locating and maintaining thereon a sand plant and operations necessary in the production of sand and the manufacturing of sand products, for the period of this lease. The balance of the land described above is hereby specifically leased by the said lessor to the said lessee for agricultural purposes only, the right being hereby specifically reserved to the said lessor to sell or use the land for any other purposes than agricultural at any time which the said lessor shall see fit, at which time the lessee herein hereby agrees to abandon, yield and turn over such part of its agricultural rights in the said tract inconsistent with the use intended by lessor, their heirs or assigns, the lessor to be the sole judge of such necessity.

As CONSIDERATION for the execution of this lease, the said lessee hereby promises, agrees and binds itself to pay the said lessor, their heirs, executors or assigns, the sum of two and a half cents (2 $\frac{1}{2}$ ¢) per ton for all and produced or shipped or used in manufacturing, by the said lessee, its successors or assigns, by the plants located on said premises during the term of this lease, it being understood and agreed by the parties hereto that a minimum rental of Two Thousand (\$2,000.00) dollars per year, payable in advance, on the 1st day of April of each year hereafter, beginning April 1, 1923, shall be paid by lessee to lessor. The said lessee herein is to be allowed a credit for the said Two Thousand (\$2,000.00) dollars paid in advance in computing the sums due the said lessor out of the consideration of two and one-half cents per ton above recited.

It is hereby mutually agreed and stipulated that this lease is made to succeed a certain lease made by the lessor herein to the Price sand company on October 18, 1909, for a period of fifteen (15) years thereafter, covering the westerly part of the tract herein described, and the said lease of October 18, 1909, is hereby cancelled, merged and succeeded insofar as it covers the land described therein by the terms of this lease, the same to be effective upon execution of this lease.