

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 expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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.

Lessee shall pay for damages caused by its operations to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands, and the assignee or assignees of such part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrant and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

It is further agreed by all the parties hereto that unless a well is commenced offsetting the above tract of land within four months from date, and drilled with due diligence to the Wilcox sand, this lease shall become null and void.

In testimony whereof, we sign this the ____ day of ____ 19__.

Witness: W. L. McClanahan,
Mary Lucy McClanahan,
Jay M. Franklin,
Bertie B. Franklin

Robert E. Garrett,
Zola Garrett,
A. Park Wright,
Edna C. Newby,
Jerry Newby,
Hattie P. Clark,
Chester C. Clark.

State of Arizona }
County of Pima } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of March, 1924, personally appeared Jay M. Franklin, and Bertie B. Franklin, husband and wife, to me known to be the identical persons who executed the