

254430 C.J. COMPARED OIL AND GAS LEASE

AGREEMENT, Made and entered into this the 25th day of January, 1924, by and between GEORGE C. FRICKEL and LUCILLE FRICKEL, Husband and wife, I. N. CLARK and EVA M. CLARK, husband and wife and M. W. TUELL and M. E. TUELL, husband and wife, and the TULSA INVESTMENT COMPANY, a Corporation, by GEORGE C. FRICKLE, President, parties of the first part, hereinafter calling lessors, and H. F. Hauserman, party of the second part, hereinafter called lessee.

## WITNESSETH:

That the said lessor, for and in consideration of One Dollar, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the 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:

All of Lots 1,4,8 and Lot 7 in Block Six (6) and all of Lot one (1) in block seven (7), Lawnwood Addition to the City of Tulsa, according to the recorded plat thereof since April 21st, 1922, at 7:59 o'clock, A. M.

All located in Section Eight (8), Township Nineteen (19) North, Range Twelve (12) East.

It is agreed that this lease shall remain in force for a term of twelve months from this date, 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:

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

To pay the lessor the equal to one-eighth part, each year, for the gas from each well where gas only is found, while the same is being used off the premises.

To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casing-head gas the equal to one-eighth part per year, for the time during which such gas shall be used, said payments to be made annually.

If no well be commenced on said land on or before one month after approval of abstracts, this lease shall terminate as to both parties.

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, this lease shall terminate as to both parties.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid the lessor only in the 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 lessor, lessee shall bury its pipe lines below plow depth.

No well shall be drilled nearer than fifty (50) 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 land.

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.