

COMPARED

LEASE CONTRACT.

THIS AGREEMENT, Made and entered into this 15th day of January, 1909, by and between Fred L. Kelly and O. L. Conner, parties of the first part, and the Alpine Oil Company, a corporation, party of the second part:-

WITNESSETH:- Whereas the parties of the first part are the owners in fee of the following described property, located in Tulsa County, State of Oklahoma, to wit:-

W/2 of NW/4 of NE/4 and E/2 of NE/4 of NW/4 and SW/4 of NE/4 of NW/4 of Section 19, Township 20 N., Range 13 East, containing 50 acres, more or less; known as the Jennie Archilla Allotment, and,

WHEREAS the party of the second part is the owner of an oil and gas lease on said described property and is desirous of obtaining a special grant from first parties of a tankage site:

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, on the part of the party of the second part to be paid, kept and performed, first parties have granted and by these presents do grant to the Alpine Oil Company, its successors or assigns, the exclusive right, privilege and license to build, maintain and operate oil tanks of any kind or description upon the above described property at a point or location thereon to be selected by second party hereto; said point or location to cover and include five acres thereof.

It is agreed that this lease, license and privilege shall remain in full force and effect for the term of Ten (10) years from date first above written, and as long thereafter as the said The Alpine Oil Company, its successors and assigns, may continue to pay to first parties herein, the sum of Five (\$5.00) Dollars per year in advance for said five acre location; said money to be deposited to the credit of first parties herein at Central National Bank of Tulsa, Oklahoma.

It is agreed between the parties hereto that the Alpine Oil Company, its successors or assigns, shall have the right to remove all or any tanks, pipes, appliances, machinery and other improvements that are now or may hereafter be located, maintained and operated upon said tank site or location, at any time said Company, its successors or assigns may deem proper.

It is further agreed that all tankage, pipes, appliances, machinery or other improvements now located or to be located by the Alpine Oil Company, its successors or assigns, shall not become fixtures upon the said land, or any part thereof, but shall remain on the land above described as personal property, and be controlled and governed by the law applicable to personal property.

The tank site or location as soon as selected and designated shall be numbered by The Alpine Oil Company or its successors or assigns, and known and described thereafter by Number and this contract, and rights and privileges granted The Alpine Oil Company, its successors or assigns, shall be severable and divisible, each selection and location for a tank, including the said five acres, with the tankage thereon located and maintained or operated, shall each constitute a severable, divisible and assignable part and portion of this contract, and the rights and privileges therein granted.

All covenants and agreements herein set forth between the parties hereto, shall extend to their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have this 15th day of January, 1909 set their hands and seals.

(CORPORATE SEAL)

ATTEST: H. F. Sinclair, Secretary

Fred L. Kelly (SEAL)
O. L. Conner
THE ALPINE OIL COMPANY
BY P. J. White, President.