

COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, made this 27th, day of Jany. A. D., 1909, by and between William Ranier of the first part, and J. W. Johnson & P. S. Johnson, of the second part.

WITNESSETH: That the said party of the first part, for One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the parties of second part, their heirs and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also ^{all} the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas, which said tract of land is situated in Tulsa County, Oklahoma, and described as follows, to-wit:

NE4 of NW4 Section 16, Township 19, Range 12, NW4 of NE4 Section 16, Township 19, Range 12 Acres 80, containing Eighty acres, more or less. But no well shall be drilled within Three Hundred Feet of present buildings, except by mutual consent.

The party of the first part grants the further privilege to the parties of the second part, their heirs and assigns of using sufficient water and gas from the premises necessary to the operation thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery and fixtures placed on the premises by said lessees.

TO HAVE AND TO HOLD THE SAME unto the said parties of the second part, their heirs and assigns, for the term of ten years from the date hereof, and as long thereafter as oil or gas is produced therefrom by said lessees.

In consideration whereof, the said parties of the second part agree to deliver to the party of the first part in tanks or pipe-lines, the one-eighth part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities second parties agree to pay ^{him} \$150.00 yearly, quarterly in advance for the product of each gas well, while the same is being sold off the premises, and first party shall have free use of gas for domestic purposes, by making his own connections for such gas at the well at his own risk and expense.

Second parties agree to locate all wells so as to interfere ^{as} little as possible with the cultivated portions of the premises and to pay for all damages to growing crops caused by said operations.

PROVIDED, However, that if a well is not commenced on said premises within Four Months from date hereof, then this lease and agreement shall be null and void, unless the parties of the second part within each and every year ^{after the expiration of the time above mentioned} after the expiration of the time above mentioned for the starting of a well, shall pay a rental of one dollar per acre, payable quarterly, until a well is commenced thereon / or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease. All rentals and other payments may be made direct to party of the first part, or may be deposited to his credit at Farmers National Bank, Tulsa, Okla. and further, upon the payment of One Dollar at any time after four months by the parties of the second part, their heirs and assigns, to the party of the first part, his heirs and assigns, said lessee shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

ALL the conditions between the parties hereto shall extend and apply to their heirs,