

COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 15th, day of March, A. D. , 1909, by and between C. C. Robards as Guardian of Cress Robards, a minor, of Hillside, Okla., of the first part, and Janenora Land & Oil Co., of Bartlesville, Okla., 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} consideration and agreements hereinafter mentioned, has granted, demised, leased and let unto the party of the second part, its successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also the said tract of land ^{with the} for the purpose and ^{said} exclusive right of drilling and operating for oil and gas; which said tract of land is situated in the County of Tulsa, State of Oklahoma and described as follows, to-wit:

West Half of the North West Quarter of Section Eight, Township Twenty Two, North, Range Thirteen East, containing Eighty Acres, more or less. But no wells shall be drilled within One Hundred feet of the present buildings, except by the consent of both parties.

The party of the first part grants the further privilege ^{to} the party of the second part its successors and assigns of using sufficient gas, oil and water from the premises necessary to the operations 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 any machinery or fixtures placed on the premises by said lessee.

TO HAVE AND TO HOLD the same, unto the said party of the second part, its successors and assigns, with the right to sublet and subdivide, for the term of 6 yrs. 5 mos. 14 days, from the date hereof, and as long thereafter as oil or gas is being produced therefrom by said lessee

In consideration whereof, the said party of the second part agrees to deliver to 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 in paying quantities, second party agrees to ^{ad on} pay ~~One Hundred Fifty Dollars~~ yearly, yearly, in advance for the product from each gas well, while the same is being sold off the premises. And the 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 party agrees 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 drilled on said premises within Five years from the date hereon, then this lease and agreement shall be null and void, unless the part of the second part, within each and every year after the expiration of the time above mentioned for the drilling of a well, shall pay a rental of One Dollar per acre, until a well is drilled thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that a 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.....credit atAnd a failure on the part of the second party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying said rental, shall render this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon cease, determine and be extinguished with like effect as if this agreement had never been made.

It is understood that all the terms and conditions between the parties shall hereto ex-