

Form 3

BOKER Printing Company, Dallas, Texas

AGREEMENT Made and entered into the 4th day of April, A. D. 1910, by and between
James H. Kennedy as the legal guardian of Nerry Cowans, a minor of Wagoner
 Oklahoma, part 1 of the first part, and J. S. Pitt and H. C. Anderson
 of Wagoner, Oklahoma, part 2 of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar to him in hand well and truly paid by the said parties of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept and performed, have granted and conveyed and by these presents do grant and convey unto the said party of the second part, their successors or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, ALL that certain tract of land, situate in Tulsa County, Oklahoma, to-wit:

The East Half of the Southeast quarter of Section 13, Township 19 North Range 10 East

Containing eighty acres, more or less, reserving, however, therefrom 100 feet around the buildings on which no well shall be drilled by either party except by mutual consent.

It is agreed that this grant shall remain in force for the term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced therefrom by the party of the second part, their successors or assigns.

IN CONSIDERATION OF THE PREMISES The said party of the second part covenants and agrees: 1st—To deliver to the credit of the first part his heirs or assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/8 part of all oil produced and saved from these premises; and 2nd—To pay \$150.00 Dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, said payments to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter, while the gas from said well is so used.

Second party covenants and agrees to located all wells so as to interfere as little as possible with the cultivated portions of the premises. And further, to complete a well on said premises within from the date hereof, or pay at the rate of Dollars, quarterly, in advance, for each additional three months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is intended that the completion of such well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this grant.

Such payments may be made directly to the parties of the second part further agreed to locate or deposited to all parties credit in any bank or other place of deposit that in case no well is drilled for oil or gas within one year

from the date hereof, all rights and obligations secured under this grant and demise shall cease unless the parties of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of 50 cents per acre for all of said lands or such portion thereof as the part of the second part may elect to have while a well is drilled, provided that upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to James H. Kennedy, Guardian of Nerry Cowans, or deposited to his credit in Citizens State Bank of Wagoner, Oklahoma.

IT IS AGREED That the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of One (\$100) Dollars, at any time after giving three months' notice by the party of the second part, their successors or assigns, to the party of the first part, his heirs or assigns, said party of the second part, its successors or assigns, shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.

WITNESS the following signatures and seals:

WITNESS:

Approved, April 4 - 1910
W. S. Drake
 County Judge

James H. Kennedy [Seal]
Guardian of Nerry Cowans [Seal]
a minor [Seal]
 [Seal]
 [Seal]

ACKNOWLEDGMENT.

State of Oklahoma, Wagoner County, ss.

Before me, the County Judge in and for said County and State, on this 4th day of April, 1910, personally appeared James H. Kennedy as the legal guardian of Nerry Cowans, a minor to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such County Judge on the day last above mentioned.

My commission expires.....

(Seal)

ASSIGNMENT OF GRANT.

KNOW ALL MEN BY THESE PRESENTS, That.....

for and in consideration of the sum of..... Dollars, the receipt of which is hereby acknowledged, has this day transferred, conveyed and sold unto..... my..... in the foregoing grant.

ACKNOWLEDGMENT OF TRANSFER.

State of Oklahoma,..... County, ss.

Before me,....., a Notary Public, in and for the County and State aforesaid, on this..... day of..... 19....., personally appeared..... to me known to be the identical person who executed the above and foregoing assignment, and acknowledged to me that..... executed the same as..... free and voluntary act and deed for the uses and purposes therein expressed and set forth.

WITNESS My hand and notarial seal at..... the day and year last above written

My commission expires.....

Notary Public.

State of Oklahoma,..... County, ss.

This Instrument was filed for Record on the 7 day of Apr, A.D. 1910, at 2 o'clock P.M.

By..... Deputy.

[SEAL]

Clerk.

H. A. Walker (Seal)