

STATE OF OKLAHOMA)

COUNTY OF TULSA ( S.S.

Before me, J. H. Yust, a Notary Public in and for said County and State on this the 4th day of December, 1909, personally appeared F.A. Leovy and Augusta G. Leovy, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they each for himself and herself executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year first above written.

(seal)

J. H. Yust, Notary Public.

My commission expires February 8th, 1912.

Filed for record at Tulsa, Okla. Dec. 13, 1909 at 10:20 O'clock A.M.

H.C. Walkley, Register of Deeds (seal)

COMBINED

THIS INDENTURE, entered into on this fifteenth day of July, 1909, by and between the UNION CONSTRUCTION COMPANY, a corporation, of the State of Oklahoma, party of the first part, and the SATER CRUSHED STONE COMPANY, a corporation of the state of Oklahoma, party of the second part.

WITNESSETH:- That said party of the first part, for and in consideration of the rents, royalties, covenants and agreements hereinafter mentioned, does hereby Let and Lease to the said party of the second part the following described property and premises:-

The right to construct and install a rock crushing plant on the property of the party of the first part at Lost City, Oklahoma, and more particularly that portion of the South one-half of the Southwest quarter of Section Eight (8), Township Nineteen (19) North Range twelve (12) East, lying south of the Arkansas Valley and Western Railroad, and that portion of the South One-half of the Southeast quarter of Section Seven (7), Township Nineteen (19) North, Range Twelve (12) East, lying south of the said railroad; with the right to mine and quarry rock on said land and to conduct a rock crusher and to manufacture and use said rock for any other purpose desired by the party of the second part for the period of ten (10) years from this date. Provided, that if a cement plant is established and built upon said property at any time during the continuance of this lease, the party of the second part agrees to merge said rock crusher plant, or other plant which he may have established on said land, with the said cement plant, and to turn in all of his plant and property at its actual value to be agreed upon between the parties hereto, and if said parties cannot agree, a third party is to be selected by them and the valuation fixed by two of said parties shall be binding upon both parties hereto.

The party of the second part agrees to pay to the party of the first part for the use and lease of said land a royalty of three cents (3¢) per cubic yard for all of the rock mined, quarried and sold by the party of the second part.

Payments for said Royalty to be made on monthly settlements on statements certified to by the party of the second part; provided that the party of the first part shall always have the right to investigate such statements,