

part his heirs 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:

South West quarter of Section Twenty six (26) Township Nineteen (19) North, range Thirteen (13) East containing 160 acres, more or less, reserving however, therefrom 200 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 3 years from this date.

IN CONSIDERATION OF THE PREMISES the said party of the second part covenants and agrees: 1st-- To deliver to the credit of the first party his successors 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 part-- covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The party of the second part further agrees 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 upon three months notice in writing being served by the party of the first part, unless the party 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 \$80.00 per year for all or said land or such portion thereof as the party of the second part may designate, until a well is drilled, provided that upon the completion of said well, the above provided for rentals shall cease. Such payments may be made direct to Willie C. Davis Guardian or deposited to his credit in Boynton State Bank Boynton, 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 dollar, at any time after giving three months' notice by the party of the second part his heirs or assigns to the party of the first part his successors or assigns, said party of the second part, his heirs 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.