

Julien
3-17-40

OIL AND GAS LEASE.

THIS AGREEMENT, Made this the 27th, day of May A. D. 1909, by and between W. S. Moore of the first part, and Producers Oil Company, a corporation, 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, does grant, demise, lease 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 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, State of Oklahoma, and described as follows, to-wit:

The East (40) forty acres of Lot No. 3 and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section One (1) One, Township 16 N. Range 12 E. of the Indian Base and Meridian, containing 80 acres, more or less. But no well shall be drilled within Three Hundred feet of the present buildings, except with the consent of the lessor.

The party of the first part grants to the party of the second part the further privilege of using sufficient water and gas from wells or tanks by it placed on the premises necessary to the operations thereon, and all rights and privileges necessary and 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, for the term of one year from the date hereof, and as long thereafter as oil and gas is being produced therefrom in paying quantities by the said lessee.

IN CONSIDERATION WHEREOF said party of the second part agrees to deliver to the party of the first part in tanks on the premises or in Pipe Lines with which it connects said wells the (1/8) One-Eighth part of all oil produced and saved from the leased premises And should gas be found on said premises in paying quantities, the second party agrees to pay Fifty Dollars per million cubic feet or fraction thereof, yearly in advance, for the gas so produced, 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 party further agrees to locate all wells so as to interfere as little as possible with the cultivated portion of the cultivated land and to pay for all damages to growing crops caused by said operations. And to bury all pipes, except steam lines below plow depth on the cultivated land, and on other parts of the premises when so requested by the lessor.

Provided, However, that whereas, said Producers Oil Company, the lessee herein, did on the 14th, day of May 1909, secure from Mid T. Self an oil and gas mining lease, covering the Southwest Quarter of Section 36, Township 17 N., Range 12 East, and bound itself as one of the conditions of said lease that it would commence the drilling of a well on the said S. W. Quarter of said Section 36-17-12 within Ninety Days from and after the said 14th, day of May 1909, and prosecute said drilling continuously until a well is completed to a depth of Two Thousand Two Hundred and Fifty Feet (if oil is not found in paying quantities at a less depth), and whereas, the honest and faithful compliance with said lease between the said second party and said Mid T. Self, as to the drilling of said well on said SW. $\frac{1}{4}$ of said Section 36-17-12 is part of the consideration for the