

OIL AND GAS LEASE.

AGREEMENT, made and entered into this 24th, day of July 1909, by and between James M. Givens, of Muskogee, Oklahoma, party of the first part, and S. S. Owen and G. H. Thompson, of Sapulpa, Oklahoma, parties of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Three Hundred and Eighty (\$380.00) Dollars 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 parties of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents does grant and convey unto the said parties of the second part, their heirs, executors, administrators and 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 said products, all that certain tract of land situate in the City of Tulsa, in the State of Oklahoma, to-wit:

E $\frac{1}{2}$ of W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW. $\frac{1}{4}$ of SW. $\frac{1}{4}$; E $\frac{1}{2}$ of E $\frac{1}{2}$ of SE. $\frac{1}{4}$ of SW. $\frac{1}{4}$; NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ and SW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of Section 29, Township 19 North, Range 12 East of the Indian Base and Meridian containing 95 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 five years from this date, and as long thereafter as oil or gas or either of them, is produced therefrom by the parties of the second part, their heirs, executors, administrators or assigns.

IN CONSIDERATION OF THE PREMISES the said parties of the second part covenant and agree:

1st/ to deliver to the credit of the said party of the first part, his heirs, executors, administrators or assigns, free of cost, in the pipe line to which they may connect their wells, or in the tanks at the wells, or pay the market price therefor in cash, the equal one eighth ($\frac{1}{8}$) part of all oil produced and saved from these premises and 2nd: To pay as royalty in advance, on each gas producing well, the product from which is marketed and used off the premises, where the capacity is tested at three million cubic feet or less per day of twenty four hours, One Hundred and Fifty (\$150) Dollars per annum, and where the capacity is more than three million cubic feet per day, Fifty (\$50) Dollars for each additional million cubic feet or major fraction thereof, 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 in advance, thereafter, while the gas from said well or wells is so used.

The said parties of the second part agree to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The parties of the second part further agree that in case no well is drilled on said premises 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 to continue this grant and demise in force by paying an advanced annual rental of Ninety Five (\$95.00) Dollars for said leased tract or such portion thereof as the parties of the second part may designate: Provided, further, that if a well for oil or gas is not completed upon said premises by the said parties of the second part within two years from the date hereof, all rights and obligations secured under this grant and demise shall cease upon ten day's notice in writing being served upon the