Filed for record at Tulsa, Okla. Jan 14 1910 at 8 o'clock 4.M. H.C. Jalkley, Register of Deeds (seal

## OIL AND GAS LEADE.

THIS AGREEMENT, made this 4th day of November A.D. 1909 by and between Charles C. Casper, Tulsa, Okla. of the first part, and ". I. Stewart and F.L. Townsend/ Tulsa, Okla. of the second part,

COMPARED

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WITHESEETH, that the said party of the first part. for One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and in the further consideration of the rents, covenants and agreements hereinafter montioned, has granted, demised and let unto the party of the second part, their heirs, successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described and also all the said tract of land for the purpose and with the exclusive right of drilling and oper ating for said oil and gas which said tract of land is situated in Tulsa County, Oklahoma and described as follows to-wit:

The North (1/2) of the North west quarter (1/4) of section Fourteen (14) Township Mineteen (19) and Range eleven (11) East of the Indian base Meridian, Oklahoma containing eighty (80) acres, more or less. But no wells shall be drilled within 300 feet of the present buildings except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, their heirs. ancessors and assigns, of using sufficient water and gas from t e premises necessary to the operation thereon and all rights and privileges necessary or conventient for conducing said operations and the transportation of oil and gas and the right to remove at any time machinery or fixtures placed on the premises by said second party.

To have and to Hold the sum unto the said party of the second part, their heirs, successors and assigns for the term of two (2) ears from ipril 16th 1910 and as long thereafter as oil or gas is being produced therefrom by said second party.

In consideration whereof, the said parties of the second part agrees to deliver to parties of the first part in tanks or pipe-lines the one eighth  $(1/8) \rho$  art of all oil produced and saved from the leased promises. And should gas be found on said premises in paying quantities, second parties agrees to pay one Hundred & fifty dollars yearly, for the products of each gas well, while the same is being sold off the promises and first parties shall have free use of gas for domestic purposes by making their own connections for such gas well at their own risk and expense.

Second parties agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay all damages to growing crops caused by said operations.

Provided however, that, if a well is not completed on said premises on or before inpril 16th 1910, then this lease and agreement shall be null and void, unless the parties of the second part within each and every year after the expiration of the time above mentioned for the completing of a well, shall pay a r ental of eighty dollars annually payable quarterly in advance until a well is completed thereon, or until this lease is cancelled as herein