

for the purpose of mining, drilling and operating for oil, gas and water, and to erect maintain and remove all buildings, structure pipe lines and machinery necessary for the production and transportation of oil, and gas or water, provided the party of the first part shall have the right to use said premises for farming purposes except such part as shall be occupied by the party of the second part or as are necessary to be used for the proper development of this property by second party, for the term of five years and as long thereafter as oil or gas is produced from said premises, viz: All that certain tract or parcel of land situated in Tulsa county, State of Oklahoma, and described as follows, to-wit:

West half ( $W\frac{1}{2}$ ) of Southeast quarter ( $SE\frac{1}{4}$ ) of section 14, Township 21 N.R. 13 E. containing 80 acres, more or less.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1st. Second party agrees to commence the drilling of a well upon said premises within one year from this date or thereafter to pay to said party of the first part Eighty (\$80.00) dollars annually payable quarterly in advance until the drilling of said well is commenced or this lease is terminated as hereinafter provided.

2nd. Should oil be found upon said premises in paying quantites party of the second part her-by agrees to and shall pay to the party of the first part, out of the proceeds of all oil produced saved and sold from said premises the one eighth ( $1/8$ ) part of the said proceeds as royalty, but is under no obligations to find a purchaser for such oil.

3rd. Should gas be found in paying quantities in any well the consideration in full for such first party shall be at the annual rate of One Hundred fifty (\$150.00) dollars, payable quarterly in advance, for the gas from each well while said gas is being piped and used off said premises, together with the privilege of said party to pipe and use gas from said well or wells to heat and light one dwelling house on said premises so long as said lease continues to pipe and use said gas from said well, said party making their own connections, but said lessee does not guarantee against a defident supply of gas for said dwelling by pumping said well or wells, or otherwise, nor shall said lessee be held liable for any injury or injuries to the person or property of said first party arising out of use of said gas.

5th. Said second party shall have the privilege of excavating, drilling or boring for water, and of using sufficient water, wood, gas and oil from the premises herein leased to run all machinery for the prosecution of said business on this, and adjoining premises, operated jointly as one property, and all water, wood and timber otherwise necessary or convenient for the carrying on of mining operations without charge; Provided however, that when all oil is used, each lease shall furnish its proportion.

6th. Second party shall have free pipe line right of way over this property and any other property owned and controlled by the first party together with a right of ingress and egress for the purpose of laying, maintaining, operating and removing said pipe line and appliances used in connection therewith but second party shall bury when requested to do so by first party, all its oil and water lines used to conduct oil, gas or water over said premises.

7th. Second party shall have free use of the land herein conveyed for the purpose of erecting and maintaining such tankage as may be necessary for the caring for of oil produced by said second party.

8th. For and in consideration of the obligations entered into by the second party and the payment of said sum of One (\$1.00) dollars, the option is hereby granted to second