

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 as oil or gas is produced from said premises viz: All that certain tract of parcel of land situated in Tulsa County, State of Oklahoma, and described as follows, to-wit: Southwest Quarter ($\frac{1}{4}$) of Northwest Quarter ($\frac{1}{4}$) and West Half ($\frac{1}{2}$) of Southeast Quarter ($\frac{1}{4}$) of Northwest Quarter ($\frac{1}{4}$) of Section Six (6) Township Twenty (20) North of Range Fourteen (14) containing Sixty (60) 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 Sixty (\$60.00) 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 quantities, party of the second part hereby 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 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 lessee continues to pipe and use said gas from said well, said party making their own connections but said lessee does not guarantee against a deficient 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.

4th. Should other minerals than oil or gas be found in paying quantities and said second party elects to develop said other minerals, then said second party shall deliver to first party at the mouth of shaft, or well 10% per cent of all such mineral or minerals as may be mined and saved therefrom, should second party elect not to operate for such other minerals then first party shall have the right to operate for same, provided such operations do not interfere with operations by second party for oil or 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 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 connections therewith, but second party shall bury, when requested to do so by first party all his oil and water lines used to conduct oil, gas or water over said premises.