

COMPARED

OIL AND GAS GRANT.

AGREEMENT, Made and entered into the 2nd day of April A.D. 1910 by and between Louis Nero as the legal guardian of Sadie Nero, a minor, of Broken Arrow, Oklahoma, party of the first part, and M.F. Steil of Wagoner, Oklahoma, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of \$330.00 dollar to him in hand well and truly paid by the said party 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 party of the second part, to be paid, kept and performed, has granted and conveyed, and by these presents do grant and convey unto the said party of the second part, his successors or 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 the said products, ALL that certain tract of land, situate, in Tulsa County, Oklahoma, to-wit:

The Southeast Quarter (SE/4) of Section 14, Township 19 North Range 10 East, containing One Hundred Sixty acres, more or less, reserving however, therefrom One Hundred 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 party of the second part, his successors or assigns, but not beyond the minority of said minor.

IN CONSIDERATION OF THE PREMISES the said party of the second part covenants and agrees 1st-- To deliver to the credit of the first party his heirs and assigns, free of cost, in the pipe line to which it may connect its wells, or in tanks at the wells, or pay the market price therefor in cash, the equal 1/8 part of all oil produced and saved from these premises: And 2nd-- To pay \$150.00 dollars per year for the gas from each and every gas well drilled on said premises; the product from which is marketed and used off the premises, 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 thereafter while the gas from said well is so used.

Second party covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises.

The part-- of the second part further agrees that in case no well is drilled 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 party of the second part shall elect from year to year to continue this grant and demise in force as to all portions of the premises by paying in advance an annual rental of \$1.00 per acre for all of said land, until a well is drilled, provided, that, upon the completion of said well, the above provided for rentals shall cease. Such payments shall be made direct to Louis Nero as guardian of Sadie Nero, a minor, or deposited to his credit in Arkansaw Valley State Bank of Broken Arrow, Oklahoma. It is agreed that said lessee his heirs, successors and assigns shall drill all necessary off sets wells whenever a paying producing well is drilled within one hundred fifty feet of the line of said land.

IT IS AGREED that the second party is to have the privilege of using sufficient water from the premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said premises; and, further, upon the payment of One Dollars at any time after giving three month's notice by the party of the second part his successors or assigns, to the party of the first part his heirs or assigns, said party of the second part his successors or assigns shall have the right to surrender this grant for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this grant become absolutely null and void.