

Tulsa

OIL AND GAS GRANT.

COMPARED

AGREEMENT, made and entered into the 4th day of April, A. D. , 1910 by and between James H. Kennedy as the legal guardian of Nervy Cowans, a minor, of Wagoner, Oklahoma, party of the first part, and J. F. Pitt and H. P. Anderson of Tulsa, Oklahoma, parties of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of \$80.00 dollar 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 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 East Half of the Southeast Quarter of Section 13, Township 19 North, Range 10 East, Containing eighty acres more or less, reserving, however, therefrom 100 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 successors or assigns.

IN CONSIDERATION OF THE PREMISES the said parties of the second part covenants and agrees : 1st--To deliver to the credit of the first part 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.

Said parties covenant and 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 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 parties of the second part shall elect from year to year to continue this grant and demise in force as to any or all portions of the premises by paying in advance an annual rental of 50 cent per acre for all of said land or such portion thereof as the part of the second part may designate, 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 James H. Kennedy Grdn. of Nervy Cowans, or deposited to his credit in Citizens State Bank of Wagoner, Oklahoma,

It is agreed that the second parties is to have the privilege of using