

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 part-- at the mouth of shaft or well----- 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 part-- 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 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 part-- 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 casing for of oil produced by said second party.

8th. For and in consideration of the obligations entered into by the second party the payment of said sum of One dollar (\$1.00) dollar the option is hereby granted to second party to cancel this lease at any time after the expiration of----- from the date hereof, by giving notice to first party of its intention to do so, and removing its property from the premises and surrendering possession of same to first party and said first party hereby agrees that said payment of one dollar (\$1.00) dollars is a valuable consideration held and deemed by the party of the first part as sufficient to support each and every one of its options, rights and privileges granted by this lease to the second party, and is to be so construed.

9th. All moneys due on this lease may be paid to said lessor.

10th. Party of the first part shall pay and discharge all liens, taxes, and assessments that are now against or that may hereafter accrue, be levied or assessed against said premises before the same become delinquent and falling so. to do, party of the second part is hereby authorized to advance, but is under no obligations so to do, funds necessary to pay and pay off and discharge the same, and in such event it shall have a lien upon said premises and on all rentals and the royalty accruing hereunder to secure such advancement or advancements and may retain such royalty and rentals and apply same on such advancement until the same is discharged and satisfied in full.

11th. All of the above stipulations, obligations and conditions of this grant shall be binding on both parties hereto, and they shall apply with equal force to their heirs, assigns, and legal representatives.