

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 5 years and as long 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:

Lots Two (2) six (6) seven (7) and ten (10) and south half of south half of south east 1/4 of North east 1/4 of section one (1) and lot one (1) of section 12 all in Township 18 N. Range 12 in Tulsa County Okla containing 103 acres more or less.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1st. Second party agrees to drill a well upon said premises within one year from this date or thereafter to pay to said parties of the first part one hundred & three (\$103) 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 parties 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. It is further agreed that no well shall be drilled within 200 feet of building on said land.

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 Two hundred & fifty (\$250.00) 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 part-- 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 part 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 not 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----per cent of all such minerals 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 operation 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 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 part-- 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 their oil and water lines used to conduct oil, gas or water over said premises at least two feet deep..

7th