

AGREEMENT, Made and entered into the

25<sup>th</sup>

January

A. D. 1911, by and between

J. J. Harbour and Mrs. E. F. Harbour his wife  
of Tulsa, Oklahoma, part lessors of the first part, lessors, and  
Eastern Oil Company a corporation, of Buffalo, New York part lessee of the second part, lessee,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollars, to them truly paid by the said part lessee of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the part lessee of the second part, to be paid, kept and performed, have granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the said part lessors of the second part, its heirs, executors, administrators, successors and assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The northwest quarter (1/4) of the Northeast quarter (1/4) of the Northwest quarter (1/4) of Section 19, Township 22, Range 13, and the West half (1/2) of the Southeast quarter (1/4) of Section 19, Township 22, Range 13, and containing 32 acres, more or less.

It is agreed that this lease 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 part lessee of the second part, its heirs, executors, administrators, successors and assigns.

In consideration of the premises the said part lessee of the second part covenants and agrees:

1st. To deliver to the credit of the first part its heirs, executors, administrators, successors and assigns, free of cost, in the pipe line to which it may connect its wells, the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay to first part one hundred (100) Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first part lessors to have gas free of cost to heat their stoves in dwelling house on said premises during the same time.

3rd. To pay to first part its for gas produced from any oil well and used off the premises at the rate of \$30.00 Dollars per year for the time during which such gas shall be so used, said payments to be made each three months in advance.

The part lessee of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of one dollar per acre Dollars, in advance, for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The part lessee of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first part lessors.

When requested by first part lessors, the second part lessee shall bury its pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than 150 feet to the house or barn on said premises.

Second part shall pay for damages caused by it to growing crops on said lands.

The part lessee of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. All payments which may fall due under this lease may be made direct to J. J. Harbour or deposited to his credit in The Exchange National Bank of Tulsa, Oklahoma.

The part lessee of the second part, its heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of ten (10) Dollars to part lessors of the first part, their heirs, executors, administrators and assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine.

All covenants and agreements herein set forth between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns.

WITNESS our hands and seals, the day and year above set forth, the following signatures and seals

WITNESS:

J. J. Harbour  
W. J. Murray

J. J. Harbour [SEAL.]

E. F. Harbour [SEAL.]

[SEAL.]

[SEAL.]

STATE OF OKLAHOMA, Tulsa County, ss.

Be it remembered that  
On the 25<sup>th</sup> day of January, A. D. 1911, before me, the undersigned  
a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared the undersigned  
and J. J. Harbour and his wife E. F. Harbour who are personally known to me to be the identical person same who executed the within and foregoing instrument, as lessors, and acknowledged to me that he had executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires July 22<sup>nd</sup> 1911 (lead) John W. Murray Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

On the 25<sup>th</sup> day of January, A. D. 1911, before me, the undersigned  
a Notary Public in and for said County and State, duly qualified, commissioned and acting as such, personally appeared the undersigned  
personally known to me to be the identical person who executed the within and foregoing instrument as lessee, and acknowledged to me that he had executed the same as free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1911

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public, in and for said County and State, on this 25<sup>th</sup> day of January, A. D. 1911, personally appeared the undersigned to me known to be the identical person who subscribed the name of the lessee, to-wit: the undersigned to the foregoing instrument as its lessee and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and date last above written.

My commission expires 1911

STATE OF OKLAHOMA, Tulsa County of Tulsa, ss.

This instrument was filed for record on the 11 day of Mar, A. D. 1911, at 10 o'clock a M., and duly recorded in Book 11 on page 11 Fee, \$ 1.00

W. J. Murray  
W. J. Murray Register of Deeds.