

AGREEMENT, Made and entered into the 26th day of January, A. D. 1911, by and between

W. L. Harbour and Petter Harbour his wife, of Skiatook
Tulsa County, Oklahoma, parties of the first part, lessor, and Eastern Oil Company
a corporation, of Buffalo, New York, part of the second part, lessee,

WITNESSETH, That the said part of of the first part, for and in consideration of the sum of One Dollars, in hand well and truly paid by the said part of 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 of 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 of 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 East one-half (1/2) of the Northeast quarter (1/4) of Section Thirty (30) Township
Twenty-two (22) Range Thirteen (13) East

of Section 30, Township 22, Range 13, and containing Eighty (80) Acres 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 of of the second part, its heirs, executors, administrators, successors and assigns.

In consideration of the premises the said part of 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 (\$100.00) 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 is 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 Five (\$5.00) Dollars per year for the time during which gas shall be so used, said payments to be made each three months in advance.

The part of 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 (\$1.00) 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 of 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 its.

When requested by first part its, the second part of 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 party shall pay for damages caused by it to growing crops on said lands.

The part of 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 W. L. Harbour or deposited to his credit in The Oklahoma Banking Co. at Skiatook, Okla

The part of of the second part, its heirs, executors, administrators, successors and assigns, shall have the right at any time on payment of Ten (\$10.00) Dollars to part of 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.

WITNESS:

W. J. Fraley

J. J. Harbour

W. L. Harbour

Petter Harbour

STATE OF OKLAHOMA, Tulsa County, ss.

On the 26 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 W. L. Harbour and Petter Harbour, who personally known to me to be the identical person same who executed the within and foregoing instrument, and acknowledged to me that he had executed the same as his 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 Nov-19 1913. (Seal) A. W. Lucas Notary Public.

STATE OF OKLAHOMA, Tulsa County, ss.

On the 26 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 W. L. Harbour and Petter Harbour, who personally known to me to be the identical person same who executed the within and foregoing instrument as lessee, and acknowledged to me that he had executed the same as his 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 Nov-19 1913.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, a Notary Public, in and for said County and State, on this 26 day of January, A. D. 1911, personally appeared W. L. Harbour and Petter Harbour, who personally known to me to be the identical person who subscribed the name of the lessee, to-wit: W. L. Harbour and Petter Harbour to the foregoing instrument as its lessors 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 Nov-19 1913.

STATE OF OKLAHOMA, County of Tulsa, ss.

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

(Seal)

H. B. Walkley

Register of Deeds.