

COMPARED

OIL AND GAS LEASE.

This agreement made this 11th day of February, A. D. 1911, by and between Colonial Trust Co. and Fred Ghandler, both of Tulsa Co., Okla., joint guardians of Leo Leonard Watson, of the first part, and H. D. Irvan of Tulsa county, Oklahoma, of the second part,

Witnesseth, that the said party of the first part, for one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the rents, covenants and agreements hereinafter mentioned, has granted demised and let unto the party of second part, their heirs, successors and assigns, all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purposes and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa county, Oklahoma, and described as follows, to-wit:

The NE quarter of the northeast Qr and the northeast quarter of the southeast quarter of section 31 township 18 N, range 13 east, situated in Tulsa county, Oklahoma, containing 80 acres. more or less. But no wells shall be drilled within 300 feet of the present buildings, except by mutual consent.

The party of the first part grants the further privilege to the party of the second part, their heirs, successors and assigns, of using sufficient water and gas from the premises necessary to the operations thereon, and all rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time machinery or fixtures placed on the premises by said second party.

To have and to hold the same unto the said party of the second part, their heirs, successors and assigns during the minority of said ward and as long thereafter as oil or gas is being produced therefrom by said second party in paying quantity.

In consideration whereof, the said party of the second part agrees to deliver to party of the first part in tanks or pipelines the 1/8 part of all oil produced and saved from the leased premises. And should gas be found on said premises in paying quantities, second party agrees to pay \$150 yearly, for the products of each gas well, while the same is being sold off the premises and first party shall have free use of gas for domestic purposes, by making their own connections for such gas at the well at their own risk and expense.

Second party agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay all damages to growing crops caused by said operations.

Provided however, that, if a well is not drilled on said premises within twelve months from date hereof, then this lease and agreement shall be null and void, unless the party of the second part within each and every year after the expirations of the time above mentioned for the drilling of a well, shall pay a rental of \$1.00 per acre until a well is drilled thereon, or until this lease is cancelled as hereinafter provided.

And it is agreed that the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of this lease.

All rentals and other payments may be made direct to party of the first part or may be deposited to 1st partys credit at Colonial Trust Co., Tulsa, Okla., and further, upon the payment of one dollar at any time after one year by the party of the second part, his heirs, successors and assigns, to the party of the first part, their heirs, successors, and assigns, said lessee shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its