No. 626

William Hart,
To
Frederick W. Groves and
James W. Stearns,

Form A - Cherokee

Oil and Gas Lease.

Lease.

Transferable only with consent of the Secretary of the Interior

Oil and Gas Mining Lease Upon Land Selected For Allotment, Cherokee Nation, Indian Territory.

(Sec. 72, Act of July 1, 1902, 32 Stat., 716, 726.)

This Indenture of Lease, Made and entered into, in quadruplicate, on this 19th day July A. D. 1906, by and between William Hart, of Ochre, I. T. part of the first part, lessor, and Frederick W. Groves and James W. Stearns of Bartlesville, Ind. Ter. party of the second part, lessees, under and in pursuance of the provisions of section 72 of the act of Congress approved July 1, 1902, and the regulations prescribed by the Secretary of the Interior thereunder.

Witnesseth, That the party of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the party of the second part, their heirs, successors and assigns, does hereby demise, grant, and let unto the party of the second part, their heirs, successors, and assigns, for the term of fifteen (15) years from the date hereof, all of the oil deposits and natural gas in or under the following described tract of land, lying and being within the Cherokee Indian Nation and within the Indian Territory, to wit: The NW¼ of NW¼ and N½ of SW¼ of NW¼ and SW¼ of SW¼ of NW¼ of Section 18, Township 21 N, range 14 E, of the Indian Meridian, and containing seventy (70) acres, more or less, with the right to prospect for, extract, pipe, store, refine, and remove such oil and natural gas, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, refining, and removing such oil and natural gas, including also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations and including still further the right to use such oil and natural gas as fuel so far as it is necessary to the prosecution of said operations.

In consideration of which the party of the second part hereby agrees and binds themselves their heirs, successors, and assigns, to pay or cause to be paid to the United States Indian agent, Union Agency, Indian Territory, for the lessor, as royalty, the sum of ten percent of the gross proceeds, on the leased premises, of all crude oil extracted from the said land, such payment to be made at the time of sale or disposition of the oil; and the lessees shall pay, in yearly payments at the end of each year, one hundred and fifty dollars royalty on each gas-producing well which they shall use. The lessor shall have the free use of gas for lighting and warming his residence on the premises. It is further agreed that a failure on the part of the lessees to use a gas-producing well, where the same can not be reasonably utilized at the rate so prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessees desire to retain gas-producing privileges they shall pay a royalty of fifty dollars per annum, in advance, on each gas-producing well not utilized the first payment to become due and to be made within thirty days from the date of the discovery of gas.

And the party of the second part further agrees and binds themselves, their heirs, successors, and assigns, to pay or cause to be paid to the said agent, for lessor, as advanced annual royalty on this lease, the sums of money as follows, to wit: Fifteen cents per acre per annum, in advance for the first and second years; thirty cents per acre per annum, in advance, for the third and fourth years, and seventy-five cents per acre per annum, in advance for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties; and further, that should the party of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, the Secretary of the Interior, after ten days' notice to the parties, may declare this lease null and void, and all royalties paid in advance shall become the money