

No. 737.

R. J. Dixon,  
To

Oil and Gas Mining Lease.

Frank W. Baker & Charles J. Wightman,

This Agreement, made and entered into this 6th day of August, 1906, by and between R. J. Dixon of Webster, S. D. party of the first part, and Frank W. Baker and Charles J. Wightman of Tulsa, S. D. party of the second part:

Witnesseth: - That the party of the first part, for and in consideration of One Dollar to me in hand paid by the parties of the second part, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained in the part of said parties of the second part, to be paid, kept and performed, have granted, demised, leased and let and by these presents does grant, demise, lease and let unto said parties of the second part, their heirs or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipelines, building tanks, stations and structures thereon to take care of said products, with the right of going in, upon, over and across said land for the purpose of operating the same, for the term of fifteen years from the date hereof, and as much longer as oil and gas or either of them is produced therefrom in paying quantities, all of the following described land situate in the Leakey Nation, Indian Territory, to-wit: - The east half and the south-west quarter of the South-East quarter Sec 30 & 19 N., R 12 E., of the Indian Meridian, and being a part of the land conveyed to R. J. Dixon by Jesse Boddy by deed dated Feb'y 22 - 1906 recorded at Sulphur, S. D. March 1st, 1906 in Record Book 5 Page 327.

In consideration of the premises the said parties of the second part, covenant and agree:

1st - To deliver to the credit of R. J. Dixon, or other party duly authorized, as agent for party of the first part, his heirs or assigns, free of cost in the pipeline to which the parties of the second part may connect their wells, the equal one-tenth (1/10) part of all oil produced and saved from the leased premises; and  
2nd - To pay to R. J. Dixon, or any other person duly authorized, as agent for party of the first part, his heirs or assigns, One hundred (\$100) Dollars per year for each and every gas well drilled upon the said premises, the product from which is marketed and sold off the premises, said payment to be made on each well within thirty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

And furthermore said parties of the second part agree - to complete a well on the above described premises within six months from the date thereof, but it is expressly understood and agreed that should said parties of the second part fail or neglect to complete a well within the time above stipulated for completing said well, then they shall pay or cause to be paid as rental, to said R. J. Dixon - or any other person duly authorized, as agent for party of the first part, or shall deposit to his credit in The Union Trust Co of Tulsa, the sum of sixty dollars in advance for each six months such completion is delayed until a well shall be completed, and it is agreed that the completion of said well shall be and operate as a full liquidation of all rentals during the term of this lease.

First party to fully use and enjoy said premises for farming purposes except such parts as may be used by the parties of the second part for the purposes aforesaid, said parties agreeing to so locate all wells so as to interfere as little as possible with the cultivated portions of the tract.

The party of the first part shall have the right and privilege of mining at their own risk, sufficient gas for one dwelling house from any gas well found on said described premises, first party to make his own connection at said well.