

5014, drawn and approved Sept. 22, 1907.

COMPARED

Oil and Gas Mining Lease report land ceded to the United States

Cherokee Nation, Oklahoma.

This instrument of Lease, made and entered into to good duplicate on this 2nd day of July, A.D. 1907, by and between Maurice C. Lawrence, of Lawrence, Oklahoma, a citizen of the Cherokee Nation, party of the first part, hereinafter designated as lessor, and The Brown Mountain Oil Company, a corporation of Maine, also party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of Congress approved July 1, 1903, 32 Stat. L. 416, witnesseth:

1. The lessor, for and in consideration of one dollar, the receipt whereof is acknowledged and of the royalties, annuities, stipulations, and additional hereinafter contained and hereby agreed to be paid, observed, and performed by the lessee, above hereby demise, grant, lease, and let unto the lessee for the term of five years from the date of the approval by the Secretary of the Interior and as much longer thereafter as oil or gas is found in paying quantities, as the oil deposit and natural gas in or under the following described tract of land, to-wit: being within the County of Tulsa and State of Oklahoma, to-wit: the S. 1/4 of the N.W. 1/4 of the N.W. 1/4 and the S.W. 1/4 of the N.W. 1/4 of section 25, township 20 N. range 13 E. of the Indian Meridian, and containing 30 acres, more or less, with the lessee's right to prospect for, extract, pipe, store, and remove oil and natural gas and to occupy and use so much of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, piping, storing, and removing such oil and natural gas, 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 also the right to use, for oil and natural gas or fuel so far as necessary to the development and operation of said property.

2. The lessee hereby agrees to pay or cause to be paid to the United States Indian Agent, Mining Agency, Muskogee, Oklahoma, for the lessor, as royalties, the sum of 12-1/2 per cent. of the gross proceeds of all crude oil extracted from the said land, such payment to be made at the time of each removal of the oil. And the lessee shall pay as royalty an advance on each gas-producing well drilled otherwise than as provided herein, when the capacity is tested at three million cubic feet or less per day of twenty four hours one hundred and fifty dollars per annum, and where the capacity is more than three million cubic feet or more, fifty dollars for each additional million cubic feet or more. And the lessee shall have the free use of gas for