

QUADRUPLICATE

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Transferable Only With Consent of the Secretary of the Interior.

OIL AND GAS MINING LEASE

UPON LANDS SELECTED FOR ALLOTMENT CHEROKEE NATION INDIAN TERRITORY.
Section 72, Act of July 1, 1902, 32 Stat. 816, 726)

THIS INDENTURE OF LEASE, made and entered into in quadruplicate on this 30th day of May A.D. 1905, by and between Dave L. Guyette, Guardian of Rosie Cookinghead, a minor born March 15th, 1902, of Tahlequah, Indian Territory, party of the first part, and The Puritan Oil Company, a corporation organized and existing under and by virtue of the laws of the United States in force in the Indian Territory, of Bartlesville, Indian Territory, party of the second part, 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, its successors and assigns, does hereby demise, grant, and let unto the party of the second part, its successors and assigns, for the term of ending March 14th, 1920, 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 Indian Cherokee Nation, and within the Indian Territory, to-wit:

South one-half of the North-east quarter of section Twenty-one township Twenty one North, range thirteen east, of the Indian Meridian and containing eighty 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 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 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 itself successors and assigns to pay or cause to be paid to the lessor, as royalty the sum of ten per cent of the value on the leased premises of all crude oil extracted from the said land, and if the parties do not before the tenth day of the month succeeding its extraction agree upon the value of the crude oil on the leased premises, the value thereof shall finally be determined under the direction of the Secretary of the Interior in such manner as he shall prescribe and to so pay the royalty accruing for any month on or before the twenty fifth day of the month succeeding, and where the value of the crude oil fluctuates, the average value during the month shall constitute the criterion in computing the royalty and to pay in yearly payments at the end of each year, one hundred and fifty dollars royalty on each gas-producing well, the lessor to have free the use of gas for lighting and warming her residence on the premises. But failure on the part of the lessee to use gas-producing well, where the same can not be reasonably utilized at the rate as prescribed, shall not work a forfeiture of this lease so far as the same relates to mining oil, but if the lessor desires to retain gas-