

OIL AND GAS LEASE RECORD, No. 65.

Quadruplicate

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RAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 2087.

CONFIDENTIAL

FORM A.—For Full-Blood Indians of the Five Civilized Tribes.

LEASE

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT, Cherokee CREEK NATION, INDIAN TERRITORY.

(Sec. 19 and 20, Act of April 26, 1906.)

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 15th day of January, A. D. 1907, by and between

Sargyale Bearpaw
of Cookson, Indian Territory
part y of the first part, lessor, and
E. L. Foster
of Independence, Kansas

part y of the second part, lessee, under and in pursuance of the provisions of Section 17 of the Act of Congress approved June 30, 1902, and the regulations prescribed by the Secretary of the Interior thereunder:

WITNESSETH, That the part y 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 part y of the second part, his heirs, successors, and assigns, do hereby demise, grant, and let unto the part y of the second part, his heirs, successors, and assigns, for the term of fifteen 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 Northwest quarter N. W. 1/4 of Southwest quarter (S. W. 1/4) and Northwest quarter (N. W. 1/4) of Southwest quarter (S. W. 1/4) of Southwest quarter (S. W. 1/4) of section 33, township 22 N., range 13 E., of the Indian Meridian, and containing 5.0 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 part y of the second part hereby agrees and binds himself, his 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 per cent. 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 lessee shall pay in yearly payments at the end of each year one hundred and fifty dollars royalty on each gas-producing well which he 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 lessee 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 lessee desires to retain gas-producing privileges he 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 part y of the second part further agrees and binds himself, his heirs, successors, and assigns, to pay, or cause to be paid to the said agent for lessor, as advance 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 part y of the second part neglect or refuse to pay such advance annual royalty for the period of sixty days after the same becomes due and payable to 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 and property of the lessor.

The part y of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at least one well thereon within twelve months from the date of the approval of the bond by the Secretary of the Interior, and should the part y of the second part fail, neglect, or refuse to drill at least one well within the time stated, this lease may, in the discretion of the Secretary, be declared null and void, after ten days' notice to the parties; provided that the lessee shall have the privilege of delaying operations for a period not exceeding five years from the date of the approval of the bond to be furnished in connection herewith, by paying to the United States Indian Agent, Union Agency, Indian Territory, for the use and benefit of the lessor, in addition to the required annual advance royalty, the sum of one dollar per acre per annum for each leased tract remaining undeveloped, but the lessee may be required to immediately develop the tracts leased, should the Secretary of the Interior determine that the interests of the lessor demand such action.

The part y of the second part further agrees to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted; to commit no waste on the said land, and to suffer no waste to be committed upon the portion in his occupancy or use; to take good care of the same, and to promptly surrender and return the premises upon the termination of this lease to the part y of the first part or to whomsoever shall be lawfully entitled thereto, and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said part y of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting the tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said part y of the second part, and may be removed at any time before the expiration of sixty days from the termination of the lease; that he will not permit any nuisance to be maintained on the premises under his control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; that he will not use such premises for any other purposes than those authorized in this lease, and that before abandoning any well he will securely plug the same so as to effectually shut off all water above the oil-bearing horizon.

And the said part y of the second part further covenants and agrees that he will keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchasers, and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased, as security for the payment of said royalty.

And it is mutually understood and agreed that this indenture of lease shall in all respects be subject to the rules and regulations heretofore or that may hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas leases in the Cherokee Nation, and that this lease, or any interest therein, shall not, by working or drilling contract or otherwise, or the use thereof, directly or indirectly, be sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, and that should he or his sublessees, heirs, executors, administrators, successors, or assigns violate any of the covenants, stipulations, or provisions of this lease, or any of the regulations, or fail for the period of sixty days to pay the stipulated royalties provided for herein, then the Secretary of the Interior, after ten days from notice to the parties hereto, shall have the right to avoid this indenture of lease and cancel the same, when all the rights, franchises, and privileges of the lessee, his sublessees, heirs, executors, administrators, successors, or assigns hereunder, shall cease and end without resorting to the courts and without further proceedings, and the lessor shall be entitled to immediate possession of the leased land and the permanent improvements located thereon.

If the lessee make reasonable and bona fide effort to find and produce oil in paying quantity, as herein required of him, and such effort is unsuccessful, he may at any time thereafter, with the approval of the Secretary of the Interior, surrender and wholly terminate this lease upon the full payment and performance of all his then accrued and payable obligations hereunder: PROVIDED, HOWEVER, That approval of such surrender by the Secretary will be required only during the time his approval of the alienation of the land is required by law.