

Form as for full blood Indians of the Five Civilized Tribes.

LEASE. 2057

TRANSFERABLE ONLY WITH CONSENT OF THE SECRETARY OF THE INTERIOR.

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT,

Cherokee Nation, Indian Territory.

(Secs. 19 and 20, Act of April 26, 1906, 34 Stat. L. 137)

This Indenture of Lease, Made and entered into in quadruplicate on this 13th day of August, A. D. , 1907, by and between Lydia Bearpaw-nee Bendabout of Cockson Ind. Ter. party of the first part, lessor, and DUQUESNE OIL & GAS COMPANY OF Bartlesville Ind. Ter. and-----, of Pittsburg, Pa. party of the second part, lessee, under and in pursuance of the provisions of sections 19 and 20 of the Act of Congress approved April 26, 1906, 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, her heirs, successors, and assigns, do hereby demise, grant, and let unto the party of the second part, its 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

W $\frac{1}{2}$ of SE $\frac{1}{4}$ of N. E. $\frac{1}{4}$:- S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$:- N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ and N. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Section 25, township 22, range 13, of the Indian Meridian, and containing Fifty 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 agree and bind itself its 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 10 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 on each gas-producing well utilized where 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 per day, fifty dollars for each additional million cubic feet or fraction thereof. 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