

Office of Indian Affairs
Received Oct 25 1910, 8 5-246

OIL AND GAS LEASE RECORD

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Form A, Series 1908—Approved April 20, 1908.

SAMUEL BOWEN BOOK CO., LEAVENWORTH, KAN. No. 21300

Quadruplicate. 20 741.

(Received July 12, 1910, enclosure to No. 40522—1752)

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT

Creek

NATION, OKLAHOMA

(Received Feb 13 1911
Union Agency Dept No 546)

This Indenture of Lease, Made and entered into in quadruplicate on this 21st day of June, A. D. 1910, by and between
Legus. C. Perryman, guardian of Homer Perryman, a minor, and Homer Perryman, full-blood, citizen of the Creek Nation, party of the first part, hereinafter designated as lessor, and
The Tulsa Oil Company, a corporation, Tulsa, Oklahoma, party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of Congress approved...

1. The lessor, for and in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the lessee, does hereby demise, grant, lease, and let unto the lessee, for the term of five years from the date of the approval hereof by the Secretary of the Interior, and as much longer thereafter as oil or gas is found in paying quantities, all the oil deposits and natural gas in or under the following-described tract of land, lying and being within the county of Tulsa and State of Oklahoma, to-wit: The N. of the S.E. 4 of Section 7, Township 18 North, Range 13 East, of the Indian Meridian, and containing 80 acres, more or less, with the exclusive right to prospect for, extract, pipe, store, and remove oil and natural gas, and to occupy and use so much only of the surface of said land as may reasonably be 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, free of cost, oil and natural gas as 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, Union Agency, Muskogee, Okla., for the lessor, as royalty, the sum of 12 1/2 cents per cent. of the gross proceeds of oil or gas produced from the said land, such payment to be made at the time of sale or removal of the oil. And the lessee shall pay as royalty in advance on each gas-producing well utilized otherwise than as provided herein, 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 major fraction thereof. The lessor shall have the free use of gas for domestic purposes in his residence on the leased well for not exceeding five years from the date of the approval of the lease by the Secretary of the Interior by paying to the United States Indian Agent, Union Agency, Muskogee, Okla., for the use and benefit of the lessor, subject to the limitations and conditions hereinafter contained, in addition to said advance royalty, the sum of one dollar per acre per annum for each year the completion of such well is delayed, payable on or before the end of each year; but lessee may be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

3. The lessee shall exercise diligence in sinking wells for oil and natural gas on land covered by this lease, and drill at least one well thereon within twelve months from the date of the approval of this lease by the Secretary of the Interior, and on failure so to do this lease becomes null and void. PROVIDED, HOWEVER, that in the event of a failure to drill a well within the time specified, the lessee shall be entitled to a refund of the advance royalty paid, and the lease shall remain in full force and effect, and the lessee shall be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

4. The lessee shall exercise diligence in sinking wells for oil and natural gas on land covered by this lease, and drill at least one well thereon within twelve months from the date of the approval of this lease by the Secretary of the Interior, and on failure so to do this lease becomes null and void. PROVIDED, HOWEVER, that in the event of a failure to drill a well within the time specified, the lessee shall be entitled to a refund of the advance royalty paid, and the lease shall remain in full force and effect, and the lessee shall be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

5. The lessee shall keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchases, 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 operating said property, and upon all of the unsold oil obtained from the land herein leased, as security for payment of said royalty.

6. The lessee may at any time, by paying to the Indian Agent all amounts then due as provided herein and the further sum of one dollar, surrender and cancel this lease and be relieved from all further obligations or liability hereunder. PROVIDED, HOWEVER, that in the event of a failure to drill a well within the time specified, the lessee shall be entitled to a refund of the advance royalty paid, and the lease shall remain in full force and effect, and the lessee shall be required to drill and operate wells to offset paying wells on adjoining tracts and within three hundred feet of the dividing line.

7. The lessee shall be subject to the regulations of the Secretary of the Interior, now or hereafter in force, relative to such leases, all of which regulations are made a part and condition of this lease; PROVIDED, HOWEVER, that no regulations made after the approval of this lease, affecting either the length of term of oil and gas leases, the rates of royalty or payments thereunder, or the assignment of leases, shall operate to affect the terms and conditions of this lease.

8. Upon the violation of any of the substantial terms and conditions of this lease, the Secretary of the Interior (or lessor, in event restrictions are removed as provided in paragraph 12 hereof) shall have the right, at any time after thirty days' notice to the lessee specifying the terms or conditions violated, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land.

9. Before this lease shall be in force and effect the lessee shall furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditioned for the performance of this lease, which bond shall be deposited and remain on file in the Indian Office.

10. Assignment of this lease or any interest therein may be made with the approval of the Secretary of the Interior, it being understood that to secure such approval the proposed assignee need only be qualified to hold such a lease under the rules and regulations, and furnish a bond with responsible surety to the satisfaction of the Secretary of the Interior, conditioned for the faithful performance of the covenants and conditions of this lease.

11. In event restrictions on alienation shall be removed from all the leasehold premises described above, this lease shall be released from the supervision of the Secretary of the Interior, such release to take effect without further agreement, from the date such restrictions are removed, and thereupon the authority and power delegated to the Secretary of the Interior as herein provided shall cease, and all payments required to be made to the United States Indian Agent shall thereafter be made to lessor or the then owner of said land; and changes in regulations thereafter made by the Secretary of the Interior applicable to oil and gas leases shall not apply to this lease.

12. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors and lawful assigns of the parties hereto.

13. In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

ATTEST:
Two witnesses to execution by lessor:
P. L. Thurman
P. O. Tulsa, Okla.
J. H. Rogers
P. O. Tulsa, Okla.

Two witnesses to execution by lessee:
John Calhoun
P. O. Independence, Kansas
Paul Kory
P. O. Independence, Kansas

Here insert full-blood, mixed-blood, intermarried, or freedman, as shown by the rolls of the Commission to the Five Civilized Tribes.
If a full-blood, insert "April 26, 1906, 34 Stat. L., 137;" if a mixed-blood Creek or Creek freedman, insert "June 30, 1902, 32 Stat. L., 800;" and if a mixed-blood Cherokee or Cherokee freedman, insert "July 1, 1902, 32 Stat. L., 716."

State of Oklahoma, County of Tulsa, ss.
before me, the undersigned, a notary public in and for said county and State,
on this 21st day of June, 1910, personally appeared Legus. C. Perryman, guardian of Homer Perryman, a minor, and Homer Perryman, full-blood, citizen of the Creek Nation, and they acknowledged to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(My commission expires Sept. 18, 1912.) G. H. Davis, Notary Public.

DEPARTMENT OF THE INTERIOR

U. S. INDIAN SERVICE
UNION AGENCY

Muskogee, Okla., Oct 21, 1910

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be approved.
See my report of even date.

Dana H. Kelsey, Superintendent
U. S. Indian Agent

State of Oklahoma, Tulsa County, Tulsa, Okla.

I hereby certify that this instrument was filed for record in my office on 8 day of March, A. D. 1911, at 8 o'clock P. M.
By H. C. Walkley, Deputy Register of Deeds.

OFFICE OF INDIAN AFFAIRS

WASHINGTON, D. C., Jan. 30, 1911.

Respectfully submitted to the Secretary of the Interior, with recommendation that it be approved.

J. H. Abbott, Assistant Commissioner, Department of the Interior, Washington, D. C., Feb. 4, 1911.

Frank Pierce, first assistant Secretary of the Interior.

(Quadruplicate) (5-279) (Received Oct 31, 1910, Union Agency Dept No 3162)
Filed for record this 12th day of July 1910, at 8:30 o'clock A. M.
Dana H. Kelsey, Superintendent Union Agency
By G. H. Davis, Notary Public.