

96529 Indian Office Incl No. 2 1906 9740 Quadruplicate 2819

Department of the Interior Received Nov 17 1906 Enc No. 5 of No. 22564 Indian
Territory Division. 'H)
F.C.L. Form A. Cherokee 9740 Lease No.-----

Lease

Transferable only with consent of the Secretary of the Interior.

OIL AND GAS MINING LEASE UPON LAND SELECTED BY ALLOTMENT, CHEROKEE NATION,
INDIAN TERRITORY.

(Sec 72, Act of July 1, 1902, 32 Stat. 716-726)

THIS INDENTURE OF LEASE, made and entered into, in quadruplicate on this 26th day of June A.D. 1906, by and between George Parris of Chance, Indian Territory, part-- of the first part, lessor, and Sagamore Oil and Gas Company, Incorporated, under the laws of South Dakota, of Buffalo, N.W. party of the second part, lessee, 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 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: West half of Lot No. Three (3) of section 30 Township 21 Range 14 of the Indian Meridian and containing Twenty (20) acres, more or less, with 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 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 agrees and binds itself its 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 it 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 desire to retain gas producing privileges it 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.