TEST AND TERMS OF OIL LEASES

AND THE ARTICLES OF INCORPORA-TION OF ASTORIA FUEL COM-PANY-PUBLISHED FOR INFORMA-TION OF INTERESTED PUBLIC.

In order that the entire public, interested in the oil and gas projects now afoot here, may understand the full terms and text of the organic instru-ed premises before being transported ments covering the case, the Astorian herewith publishes the form of lease used and the specific text of the articles of incorporation now on file with the state by check mailed to first party, for all and county authorities. There has been oil, sold during the month preceding. a good deal of interest manifested in these documents, and in order that there may be no misconception in this relation, Dr. J. A. Fulton, chairman of the committee on organization, has furnished the Astorian with the copies here reproduced upon his suggestion:

Form of Lease.

"Agreement, Made and entered into this the day of A. D. 190 .. of the first part, and as party of

the second part. "Witnesseth, That, for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be kept and performed by the second party, the first party hereby leases and grants unto the party all of the coal, oil and gas in and under the following described tract I land, together with the right to enter thereon at all times during the continuance of this lease, for the purpose of and gas and removing same therefrom, operating on said premises, and to lay pipelines, erect tanks, buildings and other structures thereon, necessary for the production and transporta- and fixtures placed thereon by second lease or otherwise all kinds of machinery tion of said coal ,oil and gas, or for pipelines for oil or gas produced elsewhere, to-wit: All that certain tract of land

from the date hereof, and as much longer for the purposes herein expressed. thereafter as coal, oil or gas or either of "No well is to be drilled within 200 second party its successors or assigns, premises. or as long as actual work is being done; "All covenants and agreements herein

"As a further consideration of this lease, the second party agrees:

"First:-To pay to first party the full one-tenth of all the money received by day and year first above written. second party, for all of the oil sold from the above described leased premises; the oil to be measured on the above describtherefrom, and the payments to be made the first of each month, at the office of the second party in Astoria, Oregon, or

"Second:-To pay first party at the rate of \$250 per each million cubic feet for all gas sold by second party from each gas well therein. First party shall for all domestic uses.

above described leased premises.

"Second party agrees to complete a well on the above described leased operate the same by such methods and premises within two years from the date in such manner, and at such place or hereof, or pay first party the sum of places, as may be from time to time per acre per quarter thereafter determined by its board of directors. until said well is drilled.

first party, when such pipe lines shall lands and right to mine the gas, oil, coal be laid over tillable ground.

"Second part shall have the right to otherwise. remove all or any part of the machinery party, including the right to draw and and appliances and to operate the same remove pipe and casings.

render this lease for cancellation, after ing oil, gas, coal or other mineral and which all payments and liabilities there- to operate the same. after to accrue under and by virtue of this lease shall cease and determine.

to use said above described leased prem- lease or otherwise obtain plants and

ontaining acres, more or less. ises for all farming and agricultural "It is agreed that this lease shall con- purposes, except such part as may be tinue in force for the term of five years actually occupied by the second party

them is produced therefrom by the said feet of any building now on said

thereon in drilling, boring or developing contained, shall extend to the heirs, exccoal, oil or gas therein or thereon, or cutors, administrators, assigns, or suctransporting same in pipe lines there cessors of the parties hereto, and all rights and privileges hereby leased or conveyed are exclusive in the second party, its successors or assigns.

"Witness, Our hands and seals the Witnessed by

"Articles of incorporation . . . the enterprise business pursuit or occupation is to develop the gas, oil, coal, and mineral resources of Clatsop county particularly, and also the territory contiguous and adjacent thereto, including Pahave the right to use gas free of cost cific and Wahkiakum counties in the State of Washington and such other ter-"Third:-The second party agrees to ritory as may be from time to time pay first party six (6) cents for every determined by its board of directors, and ton of coal sold or removed by it from to sink or bore oil and gas wells and and other minerals, and to conduct and

"Also to own and acquire by purchase "Second party shall have sufficient lease or otherwise and to grant, bargain, coal, gas, oil and water produced from sell and mortgage and lease or othersuch land, free of cost, for use in oper- wise acquire and dispose of all kinds of ating thereon, for any and all purposes, real estate and interests therein and "Second party agrees to bury all pipe particularly mineral lands and lands lines below plow depth, upon request of containing gas or oil and lease all such or other minerals therein by working, "Second party shall pay first party lease or otherwise, and to deal generally drilling and operating for said coal, oil for all crops destroyed by reason of in lands, gas, oil, and minerals, by the fee simple title or working leases o

"To own and acquire by purchase, as well as lease the same.

"Second party shall have the right at "To enter into the general contracting situated in the County of Clatsop and any time on payment of the sum of business of sinking wells or boring wells State of Oregon, bounded and described One Dollar to the first party, to sur- and shafts for the purposes of discover-

> "To furnish gas or oil, or both, or coal or other mineral fuel for trade and pro-"The first party shall have the right fit and to erect, acquire or purchase or

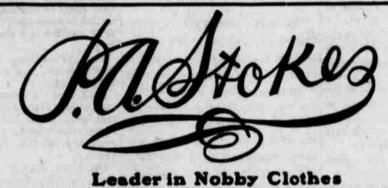


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