

# Memorandum of Agreement and Lease,

Made and entered into this twenty ninth day of June A. D., 1892  
 by and between The Roman Catholic Episcopal Corporation of the Province of Ontario  
 County of (La Compagnie de la Baie) of the first part, and Gerhard Lang Trustee  
for Erie County Natural Gas well bounded of the City of Buffalo in the County of  
Erie and State of New York of the second part:

**Witnesseth,** That the party of the first part, for the consideration of One Dollar in hand paid, and the covenants and agreements hereinafter mentioned, has granted, demised and let unto the said party of the second part for the purpose and with the exclusive right of Drilling and Operating for Petroleum Oil and Gas, all that certain tract of land situate in the Township of Bertie County of Welland and Province of Ontario and bounded and described as follows, **To Wit:**

*Containing 2 1/100 of an acre of land that portion of the west part of lot No 12 in the second concession from Lake Erie Deeded to the Roman Catholic Episcopal Corporation of the Diocese of Toronto as described in a deed registered at Welland*

*also 2 1/4 acres that portion of the center part of the east part of lot No 13 in the second concession from Lake Erie Deeded to the Roman Catholic Episcopal Corporation of the Diocese of Toronto as described in deed registered at Welland as No 2605 Dated 18<sup>th</sup> Nov 1875 - Recorded 6<sup>th</sup> January 1876*

The party of the second part to have and to hold the said premises, exclusively, for the said purposes only, for and during the term of five years from the date hereof, and as much longer as Oil or Gas shall be found in paying quantities.

The said party of the second part, in consideration of the said grant and demise, agrees to give the party of the first part One Barrel of every Fifteen Barrels of Petroleum Oil obtained or produced on the premises herein leased, *on the market price of the same in cash*

~~IT IS FURTHER AGREED, If Gas be found in sufficient quantities to utilize, the consideration in full to the party of the first part shall be \$100 per annum for each and every Gas Well drilled on the premises herein described and so used, and the privilege of~~

~~using enough for lighting, heating and cooking in dwelling house, if any, on said premises at the time of boring.~~ *The R.C. Church on Garrison Road in the Village of Port Erie as shown as required from the main line on said Road also for use in house that may be built by said Church Parish. The church will supply gas for use of*

The party of the first part grants to the party of the second part the right of using sufficient water for all necessary purposes from the premises hereby leased, except from wells now on said lands; the right of way over and across said premises; the right to lay pipes to convey Oil and Gas, and the right to bring upon, erect, or remove any machinery or fixtures required by the party of the second part.

~~PROVIDED: No well shall be bored nearer than within three hundred feet of house or barn, or in orchard, except by the consent of the party of the first part.~~

~~PROVIDED: In case no well is completed within two years from the date of this lease, then this lease shall be null and void unless the said party of the second part shall pay twenty-five cents to the party of the first part for each acre per year such completion is delayed.~~

In the event of any damage to the crop or other produce on the land hereby demised, resulting from the effort to ascertain or work the said land, for Oil, Gas or other substances, then the said party of the first part shall be compensated therefore at the rate of Twenty five dollars per acre.

IT IS FURTHER AGREED, By the party of the first part with the party of the second part

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*The R.C. Church on Garrison Road in the Village of Port Erie as shown as required from the main line on said Road also for use in house that may be built by said Church Parish. The church will supply gas for use of*