

1 22. APPEARANCES. Unit Operator shall, after notice to other 1 479  
2 parties affected, have the right to appear for and on behalf of any 2  
3 and all interests affected hereby before the Department of the Interior 3  
4 and to appeal from orders issued under the regulations of said Depart- 4  
5 ment or to apply for relief from any of said regulations or in any pro- 5  
6 ceedings relative to operations before the Department of the Interior 6  
7 or any other legally constituted authority; provided, however, that any 7  
8 other interested party shall also have the right at his own expense to 8  
9 be heard in any such proceeding. 9

10 23. NOTICES. All notices, demands or statements required here- 10  
11 under to be given or rendered to the parties hereto shall be deemed 11  
12 fully given if given in writing and personally delivered to the party 12  
13 or sent by postpaid registered mail, addressed to such party or parties 13  
14 at their respective addresses set forth in connection with the signa- 14  
15 tures hereto or to the ratification or consent hereof or to such other 15  
16 address as any such party may have furnished in writing to party send- 16  
17 ing the notice, demand or statement. 17

18 24. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agree- 18  
19 ment contained shall be construed as a waiver by any party hereto as 19  
20 the right to assert any legal or constitutional right or defense as to the 20  
21 validity or invalidity of any law of the State wherein said unitized lands 21  
22 are located, or of the United States, or regulations issued thereunder in 22  
23 any way affecting such party, or as a waiver by any such party of any 23  
24 right beyond his or its authority to waive. 24

25 25. UNAVOIDABLE DELAY. All obligations under this agreement 25  
26 requiring the Unit Operator to commence or continue drilling or to 26  
27 operate on or produce unitized substances from any of the lands covered 27  
28 by this agreement shall be suspended while, but only so long as, the 28  
29 Unit Operator despite the exercise of due care and diligence is prevent- 29  
30 ed from complying with such obligations, in whole or in part, by 30  
31 strikes, acts of God, Federal, State, or municipal law or agencies, 31  
32 unavoidable accidents, uncontrollable delays in transportation, inability 32  
33 to obtain necessary materials in open market, or other matters beyond 33  
34 the reasonable control of the Unit Operator whether similar to matters 34  
35 herein enumerated or not. 35

36 26. NON-DISCRIMINATION. In connection with the performance 36  
37 of work under this agreement, the operator agrees to comply with all 37  
38 of the provisions of section 301(1) to (7) inclusive, of Executive Order 38  
39 10925 (26 F. R. 1977), which are hereby incorporated by reference 39  
40 in this agreement. 40

41 27. LOSS OF TITLE. In the event title to any tract of unitized 41  
42 land shall fail and the true owner cannot be induced to join in this unit 42  
43 agreement, such tract shall be automatically regarded as not committed 43  
44 hereto and there shall be such readjustment of future costs and benefits 44  
45 as may be required on account of the loss of such title. In the event 45  
46 of a dispute as to title as to any royalty, working interest, or other 46  
47 interests subject thereto, payment or delivery on account thereof may 47  
48 be withheld without liability for interest until the dispute is finally set- 48  
49 tled; provided, that, as to Federal land or leases, no payments of funds 49  
50 due the United States should be withheld, but such funds shall be de- 50  
51 posited as directed by the Supervisor to be held as unearned money 51  
52 pending final settlement of the title dispute, and then applied as earned 52  
53 or returned in accordance with such final settlement. 53

54 Unit Operator as such is relieved from any responsibility for any 54  
55 defect or failure of any title hereunder. 55