

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(l) 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