

LEASE TERMS

SECTION 1. Rights of lessee.—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, and other structures necessary to the use and enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto, or inconsistent with the terms of this lease.

Sect. 2. The lease agreement.

(a) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to exceed the amount of the annual rental for the issuance of this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of \$1 per acre annual rental for the lands leased, within the known geologic structure of a producing oil or gas field. (4) To furnish a bond to keep the cost of drilling operations and maintain at all times thereafter as required by the lessee a bond in the penal sum of \$10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon completion and payment of the terms of this lease, unless a bond in that amount is already being maintained, in which case a bond in the amount of \$1,000 is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than \$1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) **Cooperative or unit plan.**—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such unit or cooperative plan, and to pay the development and operation of the area, field, or pool, or part thereof, encompassing the lands included herein as the Secretary of the Interior may make the determination to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) **Wells.**—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessee, or from lands of the United States, or at a lower rate, or as to which the royalties and rentals are paid at different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessor, to drill and produce other wells in conformance with the rules of spacing or production allocation, as may affect the field or area in which the lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) **Rentals and royalties.**—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:

(i) Beginning with the first lease year after 30 days' notice that the lands are included in such structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, \$2 per acre or fraction of an acre.

(ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental shall be determined for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of \$1 per acre or fraction thereof at the expiration of each lease year, and a minimum royalty paid during the first lease year of \$1 per acre, and the subsequent minimum royalty of \$1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b) (iii) above.

Royalty on production.—To pay the lessor 12 1/2 percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR, Pt. 223).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any and all oil, gas, natural gasoline, and other products obtained from gas wells, consideration being given to the highest price paid a part or for a majority of production of like quality in the same field to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to hear.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) **Rentals or minimum royalties may be waived, suspended, or reduced and royalties on the entire leasehold or any portion thereof segregated and apportioned as may be agreed by the lessor and lessee.**—The Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) **Payments.**—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulations (43 CFR 191.12), and to pay the amount of production royalties in cash in paying out oil or gas on the lease to the lessor one day before the anniversary date shall automatically become due and payable under the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) **Contracts for disposal of products.**—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products on the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including but not limited to, provisions relating to gas waste taking, royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) **Statements, plots and reports.**—At such times and in such form as the lessor may prescribe, to furnish to the lessor, or to the Oil and Gas Supervisor of the Geological Survey, a statement showing the amount and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plot showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation, and costs.

(h) **Well records.**—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an account of all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps and records relative to operations and to the ownership of all wells on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessor, shall not be open to inspection by the public until the expiration of the lease.

(i) **Inspection.**—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the lessor, or the lessor's agent, or any duly authorized officer of the Geological Survey, to inspect all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps and records relative to operations and to the ownership of all wells on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessor, shall not be open to inspection by the public until the expiration of the lease.

(j) **Diligence, prevention of waste, health and safety of workmen.**—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to the environment, for conserving oil, gas, or water, to use measures or other mineral deposits for the prevention of waste, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, or to the use of the property so far as the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessor's cost: *Provided*, That the lessee shall not be held responsible for delays or causation occasioned by causes beyond lessor's control.

(k) **Taxes and wages, freedom of purchase.**—To pay when due, all taxes lawfully assessed and levied under the laws of the State or of the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) **Nondiscrimination.**—In connection with the performance of work under this lease, the lessor or contractor agrees not to discriminate against any lessee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places available to lessees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(m) **Assignment of oil and gas lease or interest therein.**—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) **Pipelines to purchase or convey at reasonable rates and without discrimination.**—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to allow the lessee to connect with such pipeline and to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline; operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U. S. C. Sec. 331).

(o) **Lands patented with oil and gas deposits reserved to the United States.**—To comply with all statutory requirements and regulations concerning lands patented with oil and gas deposits reserved to the United States, and to have or shall hereafter be disposed of under the laws relating to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) **Reserved or segregated lands.**—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. This offer must be filled in or a typewriter or printed plainly in ink and must be signed in ink.

2. This form is to be used in offering to lease noncompetitively public domain lands, or lands of the United States, in the interest of disposing of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium. This form should not be used in offering to lease oil or gas lands or lands on a known geologic structure of a producing oil or gas field.

3. Offers to lease may be made by individuals, 21 years of age or over, who are citizens of the United States, and by corporations, partnerships, or associations.

4. The offer must be prepared in quintuplicate and filed in the proper land office. The term "filling" means the actual receipt of the offer in the proper land office. If the land is in a State for which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. See 43 CFR 192.42(b). If less than five copies are filed, the offer will have 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and not afforded priority.

5. The offer shall include one of the copies first filed at the top with the word "original." If that is not done, the manager will so mark one copy. If there is any variation in the land descriptions among the five copies, the one marked "original" shall govern as to the lands covered by the lease.

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, initialed and attached and made part of this offer to lease, such additional sheets to be attached to each copy of the form submitted.

7. If any of the lands described in item 2 of the offer is open to oil and gas production, and the offer is filed before the lease is issued, any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless before the issuance of the amendment on Form 4-1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40a, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

8. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the lease. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for assignment of assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or interests covered by said assignments.

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9. The offer will be rejected and returned to the offeror and will afford the applicant no priority if: (a) The land description does not comply with the requirements of section 192.42a or the lands are not entirely within an area of 6 miles square or an area of surveyed sections in the rule of approximation applies or is less than 640 acres or the area of a section and is not within the exceptions in 43 CFR 192.42(d).

This does not apply where the total acreage is in error by not more than 10 percent. (b) The filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and the total acreage is not received in the land office in error by not more than 10 percent. (c) The offer is signed by an agent in behalf of the offeror and the offer is not accompanied by an agent in behalf of the offeror's own signature with respect to holdings and citizenship and by the statements and evidence required by 43 CFR 192.42(e) (4). (d) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42(e) (5). (f) Less than five copies of the offer are filed and no copies lacking are received in the land office before the expiration of 30 days from the date of receipt of the copies first filed.

(g) There is noncompliance with items 5(a) and 5(e) of the Special Instructions. The offer will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must be 2,500 acres or less, or an area less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42(d). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 192.42a.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a \$10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The \$10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the portion of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn

(g) **Protection of surface, natural resources and improvements.**—To take such reasonable steps as may be needed to prevent operations from any lands and timber growth, contributing to soil erosion or damaging reservoirs, springs, streams or wells. (h) **Damage to timber.**—To mitigate damage to timber, including the removal of logs, timber, or improvements of a surface owner; or (i) **Damage to range improvements.**—Whether owned by the United States or its grantees, permittees, or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereto.

(j) **Overriding royalties.**—Not to exceed overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(k) **Delivery premises in case of forfeiture.**—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sect. 3. The lessor reserves:

(a) **Encumbrances and rights-of-way.**—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and mining of the same; and the right to use the lands for the construction of roads, trails, or other works of improvement; and the right to use the lands for the construction of buildings, structures, or other improvements; and the right to use the lands for the construction of dams, reservoirs, or other works of improvement; and the right to use the lands for the construction of mills, factories, or other works of improvement; and the right to use the lands for the construction of mines, quarries, or other works of improvement; and the right to use the lands for the construction of powerplants, hydroelectric powerplants, or other works of improvement; 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