

File No. 32124

Form No. 4-1158, 1st OFFICE  
Fourth Edition NEVADA  
(Sept. 1950)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FEB 23 1951

7 19 10 11 12 1 2 3 4 5 6  
OFFER TO LEASE AND LEASE FOR OIL AND GAS  
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

(Fill in on a typewriter or print plainly in ink and sign in ink)

Mr.   
 Mrs.   
1. Harl S. Phelps  
(Name)  
822 So. El Molino Ave.  
(Number and Street)  
Pasadena 5, California  
(City and State)

Form approved.  
Budget Bureau No. 42-R990.3.

Office Nevada  
Serial No. Nev-019191  
Receipt No. 113974

PLEASE NOTIFY THE  
SIGNING OFFICER OF  
ANY CHANGE OF ADDRESS.

hereby offers to lease all or any of the lands described in Item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested	3. Land included in lease
NEVADA (State) T. 21 N. R. 54 E. M.D. Meridian Sec. 3: All Sec. 4: All Sec. 5: All Sec. 6: All	Nebraska (State) T. 21 N. R. 54 E. M.D. Meridian Section 3: All Section 4: E <sub>1</sub> , E <sub>2</sub> , W <sub>1</sub> SW <sub>1</sub> , NW <sub>1</sub> W <sub>1</sub> Section 5: All Section 6: All
Total Area 2,560. Acres	Total Area 2518.84 Acres Rental retained \$ 1259.50

SUBJECT TO PUBLIC LAW 545  
83rd Congress

4. Amount remitted: Filing fee \$10, Rental \$1,280.00, Total \$1,290.00

5. Undersigned certifies as follows:  
 (a) Offeror is a citizen of the United States. Native born  Naturalized  Corporation or other legal entity (specify what kind):  
 (b) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 19th day of February 1954

WITNESSES  
Lucy R. Drake 4155 Dixie Canyon  
 (Name and address) Sherman Oaks, California  
Elizabeth V. Phelps 2619 Manhattan Avenue  
 (Name and address) Hermosa Beach, California

This form is submitted in lieu of official form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer.

By James E. Phelps (Leasee signature)  
James E. Phelps (Attorney-in-fact)

THE UNITED STATES OF AMERICA  
 By James E. Phelps (Signing officer)  
 MARCH 1 1955 (Title)  
 (Date)

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 102.42(a).  
 16-63087-4

## LEASE TERMS

**Section 1. Right of Lease.**—The lessor is granted the exclusive right to explore, develop, produce, and market oil and gas from the lands so demised to him; herein referred to as "the lessee"; together with the right to construct and maintain thereon all works, buildings, tanks, waterways, roads, telegraph or telephone lines, pipes, and other facilities necessary for the extraction of oil and gas from the full surface thereof, for storage of stocks, and so long thereafter after all oil or gas is produced in quantity quantities subject to any agreement heretofore or hereafter entered into by the lessor or the lessee, to remove such structures, roads, tanks, and other facilities, and to restore the land to its condition prior to the date of the lease, except where inconsistent with the terms of this lease. The lessee may also be entitled to extension of the lease under section 3 of the act of August 1, 1940 (40 Stat. 931; 30 U. S. C. sec. 220).

**Section 2. The lease.**—  
 (a) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the lands covered by this lease or make any other use of the same, except as provided for the tenure of this lease. (2) To furnish a bond in sum double the amount of \$1 per acre annual rental, but not less than \$1,000 for more than \$5,000, upon the issuance of any plan of development or any other arrangement for the production of oil or gas, which will be filed with the lessor, and which will be filed with the appropriate state authority, if any, where the lease is located, where inconsistent with the terms of this lease. The lessee may also be entitled to extension of the lease under section 3 of the act of August 1, 1940 (40 Stat. 931; 30 U. S. C. sec. 220).

(b) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the lands covered by this lease or make any other use of the same, except as provided for the tenure of this lease. (2) To furnish a bond in sum double the amount of \$1 per acre annual rental, but not less than \$1,000 for more than \$5,000, upon the issuance of any plan of development or any other arrangement for the production of oil or gas, which will be filed with the lessor, and which will be filed with the appropriate state authority, if any, where the lease is located, where inconsistent with the terms of this lease. The lessee may also be entitled to extension of the lease under section 3 of the act of August 1, 1940 (40 Stat. 931; 30 U. S. C. sec. 220).

(c) **Bonds.**—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the lands covered by this lease or make any other use of the same, except as provided for the tenure of this lease. (2) To furnish a bond in sum double the amount of \$1 per acre annual rental, but not less than \$1,000 for more than \$5,000, upon the issuance of any plan of development or any other arrangement for the production of oil or gas, which will be filed with the lessor, and which will be filed with the appropriate state authority, if any, where the lease is located, where inconsistent with the terms of this lease. The lessee may also be entitled to extension of the lease under section 3 of the act of August 1, 1940 (40 Stat. 931; 30 U. S. C. sec. 220).

(d) **Cessation of any plan.**—Within 30 days of demand or, if the lessor has given notice to the lessee to do so, within 30 days of receipt of such plan's termination prior to the expiration of this lease, within 30 days of demand made therefrom, to subscribe to and to operate under such remaining cooperative or plan of development or any other arrangement for the protection of oil and gas rights, including the lands included therein as the Secretary of the Interior may then determine, to be practicable and necessary, or advisable, which shall promptly protect the rights of all parties in interest, including the United States.

(e) **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, and to pay the reasonable cost of such wells, at a royalty rate, or as to which the royalties and rents are paid to different funds than are those of this lessor or lessee, or as part of such drilling and producing, with the consent of the Director, the amount of the estimated cost of such wells, and the estimated cost of 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 conformity with and in system of wells on the leased lands, as directed by the lessor, the costs of such wells on the leased lands are deducted, which is authorized and sanctioned by applicable law of the Secretary of the Interior; and (3) promptly, after due notice, to drill and produce such 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.

(f) **Rental.**—(1) The monthly rental and royalties paid or payable in amount or value of production removed or sold from the leased lands as follows:

**Rental.**—To pay the lessor at variance an annual rental of \$100 for each acre or fraction thereof.

**Rental.**—For the first year of the lease, \$100 for each acre or fraction thereof.

**Rental.**—For the second and each subsequent year, 25 cents per acre or fraction thereof.

**Rental.**—For the third and each subsequent year, 50 cents per acre or fraction thereof.

**Rental.**—For the fourth and each subsequent year, 75 cents per acre or fraction thereof.

**Rental.**—For the fifth and each subsequent year, 100 cents per acre or fraction thereof.

**Rental.**—For the sixth and each subsequent year, 125 cents per acre or fraction thereof.

**Rental.**—For the seventh and each subsequent year, 150 cents per acre or fraction thereof.

**Rental.**—For the eighth and each subsequent year, 175 cents per acre or fraction thereof.

**Rental.**—For the ninth and each subsequent year, 200 cents per acre or fraction thereof.

**Rental.**—For the tenth and each subsequent year, 225 cents per acre or fraction thereof.

**Rental.**—For the eleventh and each subsequent year, 250 cents per acre or fraction thereof.

**Rental.**—For the twelfth and each subsequent year, 275 cents per acre or fraction thereof.

**Rental.**—For the thirteenth and each subsequent year, 300 cents per acre or fraction thereof.

**Rental.**—For the fourteenth and each subsequent year, 325 cents per acre or fraction thereof.

**Rental.**—For the fifteenth and each subsequent year, 350 cents per acre or fraction thereof.

**Rental.**—For the sixteenth and each subsequent year, 375 cents per acre or fraction thereof.

**Rental.**—For the seventeenth and each subsequent year, 400 cents per acre or fraction thereof.

**Rental.**—For the eighteenth and each subsequent year, 425 cents per acre or fraction thereof.

**Rental.**—For the nineteenth and each subsequent year, 450 cents per acre or fraction thereof.

**Rental.**—For the twentieth and each subsequent year, 475 cents per acre or fraction thereof.

**Rental.**—For the twenty-first and each subsequent year, 500 cents per acre or fraction thereof.

**Rental.**—For the twenty-second and each subsequent year, 525 cents per acre or fraction thereof.

**Rental.**—For the twenty-third and each subsequent year, 550 cents per acre or fraction thereof.

**Rental.**—For the twenty-fourth and each subsequent year, 575 cents per acre or fraction thereof.

**Rental.**—For the twenty-fifth and each subsequent year, 600 cents per acre or fraction thereof.

**Rental.**—For the twenty-sixth and each subsequent year, 625 cents per acre or fraction thereof.

**Rental.**—For the twenty-seventh and each subsequent year, 650 cents per acre or fraction thereof.

**Rental.**—For the twenty-eighth and each subsequent year, 675 cents per acre or fraction thereof.

**Rental.**—For the twenty-ninth and each subsequent year, 700 cents per acre or fraction thereof.

**Rental.**—For the thirtieth and each subsequent year, 725 cents per acre or fraction thereof.

**Rental.**—For the thirty-first and each subsequent year, 750 cents per acre or fraction thereof.

**Rental.**—For the thirty-second and each subsequent year, 775 cents per acre or fraction thereof.

**Rental.**—For the thirty-third and each subsequent year, 800 cents per acre or fraction thereof.

**Rental.**—For the thirty-fourth and each subsequent year, 825 cents per acre or fraction thereof.

**Rental.**—For the thirty-fifth and each subsequent year, 850 cents per acre or fraction thereof.

**Rental.**—For the thirty-sixth and each subsequent year, 875 cents per acre or fraction thereof.

**Rental.**—For the thirty-seventh and each subsequent year, 900 cents per acre or fraction thereof.

**Rental.**—For the thirty-eighth and each subsequent year, 925 cents per acre or fraction thereof.

**Rental.**—For the thirty-ninth and each subsequent year, 950 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 975 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,000 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,025 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,050 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,075 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,100 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,125 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,150 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,175 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,200 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,225 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,250 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,275 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,300 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,325 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,350 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,375 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,400 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,425 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,450 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,475 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,500 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,525 cents per acre or fraction thereof.

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**Rental.**—For the fortieth and each subsequent year, 1,575 cents per acre or fraction thereof.

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**Rental.**—For the fortieth and each subsequent year, 1,800 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,825 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,850 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,875 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,900 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,925 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,950 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 1,975 cents per acre or fraction thereof.

**Rental.**—For the fortieth and each subsequent year, 2,000 cents per acre or fraction thereof.

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**Rental.**—For the fortieth and each subsequent year, 3,000 cents per acre or fraction thereof.

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**Rental.**—For the fortieth and each subsequent year, 3,825 cents per acre or fraction thereof.

**Rental.</b**

## NOTICE

This lease is subject to Public Law 555 enacted on July 29, 1954 which amends section 31 of the 1920 Mineral Leasing Act (41 Stat. 447; 30 U.S.C. sec. 188) to provide that

"... upon the failure of less to pay the lease rental on or before the anniversary date of the lease, for any lease on which there is no well capable of producing oil and gas in paying quantities, the lease shall automatically terminate by operation of law: Provided, however, that when the time for payment falls upon any day in which the proper office for payment is not open, payment may be received the next official working day and shall be considered as timely made."

File No. 32134

RECORDED AT THE REQUEST OF  
Richfield Oil Co.

Oct 20 A.D. 1955  
At 31 minutes past 3 P.M.  
in Liber #1 of Miscellaneous  
Page 212 Records of

EUREKA COUNTY, NEVADA

E. B. Crane Recorder  
By Angela Evans Deputy

File No. 32124

3  
66403

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