

Form No. 4-1158
Fifth Edition
(Sept. 1954)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R9003.

Office Reno, Nevada

Serial No. Nev-042271

Receipt No. 310963

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER MAY 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)

1. ~~Mr.~~ ~~Mr.~~ Mr. CHARLES G. WHITE
(Name)
1320 Arcadia Street, Route 1
(Number and Street)
Newhall, California
(City and State)

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 (Not to be filled in by Offeror)	
Nevada (State)	Eureka (County)	Nevada (State)	Eureka (County)
T. 24 N., R. 54 E., M. D. Meridian		T. 25 N., R. 54 E., M. D. Meridian	
Sec. 4: Lots 1, 4, S ₁ , SW ₁ , SE ₁ .			
T. 25 N., R. 54 E., M. D. Meridian			
Sec. 16: All			
Sec. 21: All			
Sec. 33: All			
Total Area <u>2,402.20</u> Acres		Total Area <u>2402.20</u> Acres	Rental retained \$ <u>1201.50</u>

This lease embraces the lands shown on the map attached to this offer.
The rental to be paid by the lessee is shown in item 4.

- 4. Amount remitted: Filing fee \$10, Rental \$ 1,201.50, Total \$ 1,211.50.
- 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 do not exceed 46,080 chargeable acres in the same State, or 100,000 chargeable acres in Alaska. (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).

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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 lessee 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."

By James C. Neighy
(Signing officer)
Effective date of lease _____ (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 192.42(a).
16-63087-7

File No. 32392

Form No. 4-1158
Fifth Edition
(Sept. 1954)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R000.2.
Office Reno, Nevada
Serial No. Nev-042271
Receipt No. 310963

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER MAY 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. ~~Mr.~~
1. ~~Mr.~~ CHARLES G. WHITE
(Name)
1320 Arcadia Street, Route 1
(Number and Street)
Newhall, California
(City and State)

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 (Not to be filled in by Offeror)	
<u>Nevada</u> (State)	<u>Eureka</u> (County)	<u>Nevada</u> (State)	<u>Eureka</u> (County)
T. <u>24 N.</u> R. <u>54 E.</u> M. D. Meridian		T. <u>25 N.</u> R. <u>54 E.</u> M. D. Meridian	
Sec. 4: Lots 1, 4, S $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$.		This lease embraces the area and the land described in item 2.	
T. <u>25 N.</u> R. <u>54 E.</u> M. D. Meridian		The rental shown in item 4.	
Sec. 16: All			
Sec. 21: All			
Sec. 33: All			
Total Area <u>2,402.20</u> Acres		Total Area <u>2402.20</u> Acres	Rental retained \$ <u>1201.50</u>

4. Amount remitted: Filing fee \$10, Rental \$ 1,201.50, Total \$ 1,211.50.

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 do not exceed 46,080 chargeable acres in the same State, or 100,000 chargeable acres in Alaska. (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. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

8. It is hereby certified that the statements made herein are 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 18 day of August 19 55.

WITNESSES

Charles G. White
(Name and address)
1320 Arcadia Street, Route 1
Newhall, California
R. 1, Box 1, 24th Street, Newhall, Cal.

[Signature]
(Lessee signature)
[Signature]
(Lessee signature)
[Signature]
(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

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.

THE UNITED STATES OF AMERICA.
By James E. Keogh
(Signing officer)
(Title) (Date)

Effective date of lease 1955

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 192.42 (a). 16-33087-7

Recorded at the Request of Richfield Oil Corp., June 13 A.D., 1956 At 45 Min. past 4 P.M.
E. B. Crane--Recorder.
By Angela Evans---Deputy.

LEASE TERMS

Section 1. Rights of the Lessor.—The lessor covenants and warrants that he is the owner of the land hereinafter described and that he has the right to lease the same...

(a) Bonds.—(1) To any bond required by the lease and the regulations and until such bond is filed and paid in full by the lessee as a condition for the issuance of this lease...

(b) Cooperative or unit plan.—Within 30 days of demand, or if the leased land is committed to an approved unit or cooperative plan...

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from the surface of the United States leased to a lower royalty...

(d) Royalty and royalties.—(1) To pay rentals and royalties in kind or in value of production advanced or sold from the leased land as follows:

- (a) To pay the lessor in advance an annual rental at the following rates:
(1) If the lands are wholly within the known geologic structure of a producing oil or gas field...

(2) If the lands are committed to an approved cooperative or unit plan...

(3) If the lands are committed to an approved unit or cooperative plan...

(4) If the lands are committed to an approved unit or cooperative plan...

unless otherwise agreed to by the parties hereto, at such time and in such manner as may be determined by the lessee...

(e) Payments.—Unless otherwise directed by the Secretary of the Interior, the Bureau of Land Management at the places mentioned in the regulations shall accept...

(f) Contracts for disposal of products.—To wit: with the Oil and Gas Supervisor of the Geological Survey not later than 90 days after the effective date thereof...

(g) Material, plate and reports.—At such times and in such places as the lessee may prescribe, to furnish detailed statements...

(h) Will records.—To keep a daily drilling report, a log, and complete records of all wells drilled and operated on the leased land...

(i) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased land and all wells drilled and operated thereon...

(j) Drilling and production.—To exercise reasonable diligence in drilling and producing the wells hereinafter described...

(k) Taxes.—To pay all taxes assessed and levied under the laws of the State or of the United States upon improvements, oil and gas produced from the leased land...

(l) Non-discrimination.—In connection with the performance of work under this contract, the contractor agrees not to discriminate against any race, color, or national origin...

(m) Assignment of oil and gas interests.—As required by applicable law, to file for approval within 90 days from the date of land through, the following assignments of record title, working or royalty interests, operating agreements and subleases...

(n) Filing of purchase or conveyance of reasonable title and without discrimination.—To convey, or operator, or owner of a controlling interest in any pipeline or of any company operating the same...

(o) Lands patented with oil and gas deposits reserved to the United States.—To comply with all statutory requirements and regulations thereunder if the lands embraced herein have been or shall hereafter be disposed of under the laws of the United States...

(p) Reserved or unreserved or segregated for any particular purpose.—To conduct operations thereunder in conformity with such laws and regulations as may be made by the Director, Bureau of Land Management...

to, for the protection and use of the land for the purpose for which it was reserved or segregated, as far as may be consistent with the use of the land for the purposes of this lease...

(q) Protection of surface, natural resources and improvements.—To take such steps as may be necessary to protect the surface of the leased land from being damaged...

(r) Operating royalties.—Not to create overriding royalties in excess of what are excepted or otherwise authorized by the regulations.

(s) Delivery premises in case of forfeiture.—To deliver up to the lessee in good order and condition the land covered including all improvements which are necessary for the production of the leased land...

(t) Succession and right-of-way.—The rights to permit for joint or several use of mineral or right-of-way, including easements, tunnels, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same...

(u) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereinafter enacted, including the right to lease, sell, or otherwise dispose of the surface of the leased lands...

(v) Helium.—To assign to section 31 of the act, and section 1 of the act, the right to extract helium from the gas produced under this lease, and to execute all necessary and required regulations...

(w) Filing of royalties.—All rights pursuant to section 38 of the act, to the extent of the amount of the royalties to be paid, shall be subject to the right of prospecting and developing and the quantity and rate of production from the lands covered by this lease...

(x) Casing.—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

(y) Surrender and termination of lease.—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written instrument...

(z) Termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time to remove and take away...

(aa) Precedence in case of default.—If the lessee shall not comply with any of the provisions of this act or the regulations thereunder...

(ab) Heirs and successors in interest.—It is further agreed that the heirs, assigns, administrators, executors, or assigns of the respective parties hereto...

INSTRUCTIONS

GENERAL INSTRUCTIONS

- 1. This offer must be filled in on a typewriter or printed matter in ink and must be signed in ink by the offeror.
2. This form is to be used in offering to lease noncompetitive public domain lands of oil and gas deposits reserved to the United States in parcels of such lands for the purpose of drilling, mining, extracting, removing and disposing of oil and gas deposits, except helium.
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, and other legal entities.

GENERAL INSTRUCTIONS

- 4. This offer must be prepared in duplicate and filed in the proper land office.
5. This offer must be prepared in duplicate and filed in the proper land office.
6. This offer must be prepared in duplicate and filed in the proper land office.
7. This offer must be prepared in duplicate and filed in the proper land office.

GENERAL INSTRUCTIONS

- 8. This offer must be prepared in duplicate and filed in the proper land office.
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NOTICE

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" . . . upon the failure of lessee 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."

32392

RECORDED AT THE REQUEST OF

Richfield Oil Corp

June 13 A.D. 1956

45 minutes past *4* P. M.

in *Book G* of *Miscellaneous*

Page 251 Records of

EUREKA COUNTY, NEVADA

E. B. Crane Recorder

Angela Evans Deputy