

File No. 32576

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RECEIVED  
LAND AND SURVEY OFFICE  
RENO, NEVADA

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Miller (B.G.) #2 out  
Form approved.  
Budget Bureau No. 42-RW-3

Office Reno, Nevada

Serial No. Nev-018258

Receipt No. 113010

FEB 15 1954 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)

Damond Us...  
2320

Mrs.

D. Geraldine Miller

(Name)

865 South St. Paul Street

(Number and Street)

Denver 9, Colorado

(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)

Esmeralda

(County)

T. 23 North R. 5 1/2 East, M. D. Meridian

Sec. 18: All  
Sec. 19: All  
Sec. 30: All  
Sec. 31: All

T. R. Meridian

This lease embraces the area and the land described in Item 2.



Total Area 2,560 Acres

Total Area 2513.76 Acres Rental retained \$1,257.00

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

Applicant is married to J. Donald Miller, a native born citizen. Date of marriage: July 3, 1947.

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.

This form is submitted in lieu of official Form 4-1153, fourth edition, and contains all of the provisions thereof as of the date of filing of this offer.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 11th day of February 1954

WITNESSES

Burr T. Caldwell - 858 S. St. Paul, Denver, Col.  
(Name and address)

Geraldine Miller  
(Lessee signature)

Mary Anne Caldwell - 858 S. St. Paul, Denver, Col.  
(Name and address)

(Lessee 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.

THE UNITED STATES OF AMERICA

By [Signature]  
(Signing officer)

Effective date of lease April 1, 1954

Manager March 15, 1954  
(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 192.42 (a).

Return to SHELL OIL Co 1008 W 6th St Los Angeles 54, Calif.

LEASE TERMS

Section 1. Rights of lessee.—The lessee is granted the exclusive right and privilege to drill for, mine and produce all deposits of oil, gas, and geothermal steam, in the lands leased...

(a) Bonds.—(1) To file and maintain bonds with this lease and the current regulations and until such bond is filed no entry on the land...

(b) Operations and work plan.—Within 30 days of demand, or if the leased land is to be operated under an approved plan and such plan is terminated prior to the expiration of this lease...

(c) To pay royalties in advance an annual rental as follows: (1) If the lands are wholly owned the known geologic structure...

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

(e) Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lesser of...

(f) Royalty on production.—To pay the lesser 12 1/2 percent royalty on the production removed from the leased land...

A. GENERAL INSTRUCTIONS

- 1. This offer must be filled in on a typewriter or printed plainly in black ink... 2. This form is being offered to lease noncompetitive public domain lands...

(3) When paid in value such royalty on production shall be due and payable in the calendar month in which produced...

(c) Payment.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor...

(d) Well records.—To keep a daily drilling record, a log, and complete information on well logs...

(e) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department...

(f) Taxes and costs, freedom of purchase.—To pay when due, all taxes and costs assessed and levied under the laws of the State...

(g) Assignment of oil and gas lease or interest therein.—As required by applicable law, to file for approval within 90 days from the date of filing...

(h) Pipelines to purchase or convey of reasonable rates and without discrimination.—If owner, operator, or owner of a controlling interest...

(i) Protection of surface, natural resources and improvements.—To take such reasonable steps as may be needed to prevent operations from interfering with a known geologic structure...

B. SPECIAL INSTRUCTIONS

- (a) of a section and is not within the exceptions in 43 CFR 192.43 (d). (b) The full filing fee and the first year's rental do not accompany the offer...

reservoirs, springs, streams or wells, (2) damaging crops, including forest, timber, or important surface operations, and (3) damaging improvements whether owned by the United States or by its leasing permittees or lessees...

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

(d) Easements and rights reserved.—The right to permit for joint or several drilling or mining operations on lands owned or controlled by the United States...

(e) Disposal of production.—To dispose of the production of oil, gas, or geothermal steam in accordance with applicable laws...

(f) Ownership and fair prices.—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of oil, gas, or geothermal steam...

(g) Mining.—All rights pursuant to section 40 of the act to purchase mineral lands or to open or operate a mine on such lands...

(h) Reasonable royalties.—Pursuant to the provisions of section 5 of the act of August 1, 1940 (56 Stat. 724, 709 42 U. S. C. 1801)...

(i) Succession.—The lessee may surrender this lease by filing in the proper land office a written relinquishment, in triplicate, which shall be effective only if the lessee has made payment of all accrued rentals and royalties...

(j) Purchase of mineral, etc., on termination of lease.—Upon the expiration of this lease, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises...

(k) Proceeding in case of default.—If the lessee shall not comply with the terms of this lease, the Secretary shall continue for a period of 30 days after service of written notice...

(l) Force and effect of agreement.—It is further agreed that the lessee shall be bound by the terms of this lease and any other terms and conditions hereof...

C. CITIZENSHIP

- (a) In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents per acre. (b) If lease is unincorporated association (including a partnership) the offer must be accompanied by a certified copy of the articles of incorporation...