

61129

C-114

C-M. Peyton Bucy

(Approved as to form by General Counsel,  
January 6, 1972)

L-2210-A  
Sheet 1 of 5 Sheets

### OIL AND GAS LEASE SHORT FORM

THIS LEASE, made in duplicate this 15th day of July,  
19 75, by and between

SOUTHERN PACIFIC LAND COMPANY, a California corporation,

hereinafter called "Lessor", and

M. PEYTON BUCY,

hereinafter called "Lessee".

#### WITNESSETH:

1. That Lessor, in consideration of the observance and faithful performance by Lessee of all the provisions contained herein and of all those provisions contained in a lease of even date herewith between Lessor and Lessee covering the property hereinafter described, does hereby lease to Lessee for the term and purposes hereinafter set forth, all that certain property, sometimes hereinafter referred to as leased premises, in the County of EUREKA and ELKO, State of NEVADA, more particularly described as follows:

Exhibit "A" attached hereto and made a part hereof.

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Subject to easements, leases and restrictions affecting said property.

For the purposes of this lease, Lessee shall have the right (subject to the provisions hereof and to the extent of Lessor's ownership thereof) to drill for and to produce, extract, take and remove all oil, gas and other hydrocarbons, hereinafter referred to as 'substances,' contained in said property; to store said substances upon said property; to locate, erect, construct, maintain, replace and operate upon and in said property such facilities and structures (except refineries or topping plants) as may be necessary in the production, treatment, storage or transportation of said substances from said property, and to appropriate and use such water as may be necessary for the above operations.

Reserving unto Lessor, its successors and assigns, the right to construct, maintain and use ditches, flumes, roads, trails, tracks and pipe, telegraph, telephone, signal, communication and power lines in, upon, over and across said property and the right to use said property for any and all other purposes consistent with the rights herein leased to Lessee.

2. The term of this lease shall be for twenty-five ( 25 ) years, from and after the 15th day of July, 19 75, unless sooner terminated or forfeited, either in whole or in part, as hereinafter provided.

3. If, at the expiration of the term of this lease, any wells are being drilled by Lessee on the leased premises, or any existing wells are producing oil or gas in paying quantities, Lessee shall have the option of renewing this lease for the further term of twenty-five ( 25 ) years to include the drilling units as defined in paragraph 3 of the lease hereinafter referred to occupied by wells producing in paying quantities or wells in process of being drilled of the same acreage specified in paragraph 3 of said lease, together with the same rights provided for in paragraph 19 of said lease, on and subject to the same royalties, terms covenants and conditions as are therein specified; provided, written notice from Lessee of such renewal shall be received by Lessor not more than six (6) months nor less than thirty (30) days prior to the expiration of the original term hereof.

4. This lease shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto, but no assignment of this lease, or any sub-lease or agreement affecting this lease, or the leased premises, or any interest therein, shall be valid, unless made with the consent of Lessor in writing, and no change in ownership in the property or in the rentals or royalties shall be binding on Lessee until Lessee shall have received written notice of such transfer or assignment. All covenants, agreements and stipulations herein contained shall run with the property.

5. This lease is made subject to the terms, covenants and conditions set forth in that certain lease bearing even date herewith between the parties hereto, covering the property hereinabove described, which lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first hereinabove written.

IN DUPLICATE

SOUTHERN PACIFIC LAND COMPANY

By [Signature]  
General Manager, Natural Resources

Attest [Signature]  
Assistant Secretary

M. PEYTON BUCY

By [Signature] (Lessor)  
Attest \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF COLORADO )  
 )SS.  
COUNTY OF DENVER )

On August 14th, 1975, personally appeared before me, a Notary Public, M. Peyton Bucy, who acknowledged that he executed the above instrument.

My Commission Expires August 11, 1979

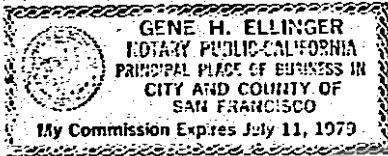
[Signature]  
Notary Public



STATE OF CALIFORNIA }  
City and County of San Francisco } ss.

On this 26th day of August in the year One Thousand Nine Hundred and Seventy five before me, GENE H. ELLINGER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

W. F. Herbert and T. F. O'Donnell



known to me to be the General Manager, Natural Resources and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

My Commission Expires July 11, 1979

[Signature]  
Notary Public in and for the City and County of San Francisco, State of California.

EXHIBIT "A"

Attached to and made a part of Oil and Gas Lease No.  
dated July 15, 1975 from Southern Pacific Land Company to  
M. Peyton Bucy.

<u>Description</u>	<u>Sec.</u>	<u>MDM Twp.</u>	<u>Rge.</u>	<u>Acres</u>
* All	1	28N	51E	573.33
* All	3	"	"	601.20
** All	9	"	"	640.00
* All	11	"	"	640.00
* N $\frac{1}{2}$	13	"	"	309.97
* All	15	"	"	640.00
* All	1	29N	51E	617.40
* All	11	"	"	640.00
* All	13	"	"	640.00
* All	23	"	"	640.00
* All	25	"	"	640.00
* All	27	"	"	640.00
* All	33	"	"	640.00
* All	35	"	"	640.00
* All Fractional	1	30N	51E	217.06
* All	13	"	"	640.00
* All	25	"	"	640.00
* All	3	28N	52E	640.58
* All	5	"	"	640.00
* All	7	"	"	626.18
* N $\frac{1}{2}$	9	"	"	320.00
* Lots 1, 2, 3, 4 & 5, SW $\frac{1}{4}$ of NE $\frac{1}{4}$ & S $\frac{1}{2}$ of NW $\frac{1}{4}$	11	"	"	321.04
* W $\frac{1}{2}$ & Lot 2	5	29N	52E	359.40
* All	7	"	"	621.18
* E $\frac{1}{2}$	9	"	"	320.00
* W $\frac{1}{2}$ & SE $\frac{1}{4}$	17	"	"	480.00
* All	19	"	"	622.98

<u>Description</u>	<u>Sec.</u>	<u>MDM Twp.</u>	<u>Rge.</u>	<u>Acres</u>
E $\frac{1}{2}$ & SW $\frac{1}{4}$	21	29N	52E	480.00
* All	29	"	"	640.00
* All	31	"	"	624.66
All	33	"	"	640.00
All	3	30N	52E	643.20
* Lots 1, 2, 3 & 4, S $\frac{1}{2}$ of NE $\frac{1}{4}$ & SW $\frac{1}{4}$	5	"	"	481.18
* All	7	"	"	617.46
* All	9	"	"	640.00
All	15	"	"	640.00
* All	19	"	"	618.78
* E $\frac{1}{2}$ & E $\frac{1}{2}$ of SW $\frac{1}{4}$	21	"	"	400.00
* All	27	"	"	640.00
* S $\frac{1}{2}$ of NE $\frac{1}{4}$ , W $\frac{1}{2}$ & S $\frac{1}{2}$ of SE $\frac{1}{4}$	29	"	"	480.00
* All	31	"	"	620.02
* All, except 60 acres conveyed to William S. Gates	33	"	"	<u>580.00</u>
<b>TOTAL:</b>				<b>23,695.62</b>
				=====

- \* Oil and gas rights reserved in deed dated January 17, 1950 from Southern Pacific Land Company to Filbert Etcheverry, Oscar Rudnick and Sam Rudnick, co-partners dba Eureka Livestock Company.
- \*\* Oil and gas rights reserved in deed dated June 7, 1949 from Southern Pacific Land Company to Dan Filippini.
- ‡ Oil and gas rights reserved in deed dated January 17, 1950 from Southern Pacific Land Company to Filbert Etcheverry, Oscar Rudnick and Sam Rudnick, co-partners dba Eureka Livestock Company.

RECORDED AT THE REQUEST OF Getty Oil Company  
 on April 30, 1976, at 51 mins. past 10 A.M. in  
 Book 54 of OFFICIAL RECORDS, page 343-347, RECORDS OF  
 EUREKA COUNTY, NEVADA, WILLIS A. DePAOLI Recorder  
 File No. 61129 Fee \$ 7.00