

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01X6- 2700223
File 2700223

LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181-263)

Name **Joseph A. Babinec,**
Street **1611 Parkview**
City **Whiting, IN**
State
Zip Code **46394**

N-7360
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and 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.

Lands included in the lease: State: **Nevada** County: **Eureka**

T. 26 N., R. 50 E., MM
Sec. 12: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Subject to attached Stipulations

Containing a total of **40.00** acres Annual Rental **\$ 20.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: **MAY - 1 1973**

THE UNITED STATES OF AMERICA

By *M. L. Skelton* Acting
(Signature of Signing Officer)

Chief, Branch of Lands & Minerals Operations
(Title)

APR - 5 1973
(Date)

NOT IN A KNOWN GEOLOGIC
STRUCTURE ON DATE OF
LEASE ISSUANCE

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

LEASE TERMS

Sec. 1. Rights reserved.—The lessee is granted the exclusive right to drill for, mine, extract, remove, and dispose of all the oil and gas deposits...

Sec. 2. Bonds.—(1) To file any bond required by this lease and current regulations and until such bond is filed...

(a) Cooperative or unit plan.—Within 30 days of the expiration of this lease, the lessee shall file with the Secretary of the Interior...

(b) Rental.—(1) To drill and produce all wells necessary to the leased land from drainage by wells on lands not owned by the lessor...

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

(d) Minimum royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(e) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(f) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(g) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(h) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(i) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

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(k) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(l) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(m) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(n) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(o) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(p) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(q) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(r) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(s) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(t) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(u) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(v) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(w) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(x) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition...

(1) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(2) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(3) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(4) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(5) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(6) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(7) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(8) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(9) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(10) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(11) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(12) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(13) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(14) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(15) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(16) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(17) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(18) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(19) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(20) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(21) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

(22) Royalty.—(1) To pay the lessor 12 1/2 percent of the production removed or sold from the leased land...

OIL AND GAS LEASE - SURFACE DISTURBANCE STIPULATIONS

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment (hereinafter called "surface disturbing operation") conducted by lessee shall be subject, as set forth in this stipulation, to the prior approval of such operation by the District Engineer, Geological Survey in consultation with the appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Engineer may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, the lessee shall submit for approval two copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer, Geological Survey, 800 Truxtun Avenue, Bakersfield, California 93301 and will also furnish a copy of such map and explanation to the appropriate surface management agency. The surface management agency is

Elko District Manager
Bureau of Land Management
2002 Idaho Street
Elko, Nevada 89801

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of insuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

- (a) The location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;
- (b) The types of vehicles that may be used and the areas in which they may be used; and
- (c) The manner or location in which improvements such as roads, buildings, pipelines or other improvements are to be constructed.

RECORDED AT THE REQUEST OF Cities Service Company
on August 4, 1978, at 55 mins. past 10 A.M. in
Book 65 of OFFICIAL RECORDS, page 152-154, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI, Recorder
File No. 65765 Fee \$ 5.00