

88957

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

BOOK 63 PAGE 128  
Form approved  
Budget Bureau No. 41-20994  
Office NEVADA  
Serial No. 32090

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

The undersigned 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.

1. Name: Mr. Mc-Moran - Freeport Oil Company  
Freeport Oil Company  
(First Name, Middle Initial, Last Name)

2. Address: P. O. Box 61922  
(Number and Street)  
New Orleans, Louisiana 70161  
(City, State, ZIP Code)

Mount Diablo

2. Land requested: State Nevada County White Pine & Eureka T. 23-N : R. 55-E : / Meridian  
Section 3: ALL Section 9: ALL  
Section 4: ALL Section 15: SW $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ , W $\frac{1}{2}$   
Section 5: ALL Section 16: ALL  
Section 6: ALL Section 17: ALL  
Section 7: ALL Section 18: ALL  
Section 8: ALL

All Sections as described in Protraction Diagram No. 162

3. Land included in lease: State Nevada County White Pine & Eureka T. : R. : Meridian  
Total Area 6,824.00 Acres  
T. 23 N., R. 55 E., NDM, Nevada Prot. Dia. #162  
SEC. 3, ALL;  
SEC. 4, ALL;  
SEC. 5, ALL;  
SEC. 6, ALL;  
SEC. 7, ALL;  
SEC. 8, ALL;  
SEC. 9, ALL;  
SEC. 15, SW $\frac{1}{4}$ , NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , SW $\frac{1}{2}$ , SE $\frac{1}{2}$ ;  
SEC. 16, ALL;  
SEC. 17, ALL;  
SEC. 18, ALL;  
NOT IN A KNOWN GEOLOGIC  
STRUCTURE ON DATE OF  
USGS REPORT  
1981 FEB 17  
BUREAU OF LAND MANAGEMENT  
MOUNT DIABLO

(Offeror does not fill in this block) Total Area 6824.00 Acres Rental retained \$  
4. Amount remitted: Filing fee \$10, Rental \$ 6,824.00, Total \$ 6,834.00 BOOK 63 PAGE 128

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): A Delaware Corporation (See Corporate Qualification File No. W-56943 at the Bureau of Land Management Office in Cheyenne, Wyoming.)  
(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 3103.2. (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, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.  
6. Offeror  is  is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.)  
7. 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.  
8. 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.  
9. 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.

Offeror duly executed this instrument this 14th day of February, 1981

By: James H. Frizell  
(Lessee Signature)  
James H. Frizell, Sr. Vice President  
(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.

Subject to the attached stipulations THE UNITED STATES OF AMERICA Acting  
By: William K. Blount  
Chief, Branch of Lands & Minerals Operations (Title)

Effective date of lease AUG 01 1981 JUL 15 1981

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.

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.

LEASE TERMS

Section 1. **Rights of lessee.** The lessee is granted the following right and interest in the use, enjoyment, and disposal of all the land and premises hereinafter described...

Sec. 2. **The lease term.** This lease shall be in full force and effect from and after the date of its execution...

Sec. 3. **General provisions.** The lessee shall be bound to observe the following provisions: (a) The lessee shall not sublet or assign the lease...

Sec. 4. **Compliance with laws.** The lessee shall be bound to observe and comply with all laws, regulations, and orders of the State...

Sec. 5. **Insurance.** The lessee shall be bound to insure the premises against fire and other risks in accordance with the following provisions...

Sec. 6. **Assignment and sublease.** The lessee shall be bound to assign or sublet the lease only in accordance with the following provisions...

Sec. 7. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 8. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 9. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

A GENERAL INSTRUCTIONS

- 1. This lease shall be in full force and effect from and after the date of its execution...
2. The lessee shall be bound to observe the following provisions...
3. The lessee shall be bound to insure the premises against fire and other risks...
4. The lessee shall be bound to assign or sublet the lease only in accordance with the following provisions...

Sec. 10. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 11. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 12. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 13. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 14. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 15. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 16. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 17. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 18. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 19. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 20. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 21. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 22. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 23. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 24. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 25. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 26. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 27. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 28. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 29. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

Sec. 30. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

Sec. 31. **Force majeure.** In the event of a force majeure event, the lessee shall be bound to observe the following provisions...

Sec. 32. **Termination.** This lease shall be terminated in accordance with the following provisions: (a) If the lessee fails to comply with the terms...

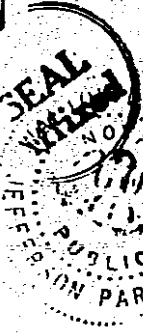
Sec. 33. **Entire agreement.** This lease constitutes the entire agreement between the parties and supersedes all other agreements...

INSTRUCTIONS

- 1. If there is a discrepancy in the information contained in the following information, the State in which it is incorporated, that it is authorized to hold and gas laws and that the offeror certifies the law is authorized to act on behalf of the corporation in such matters...
2. The offer shall be accepted and returned to the offeror and will afford the purchase price to the offeror in accordance with the following provisions...
3. If the offer is accepted, the offeror shall be bound to observe the following provisions...

- 1. If there is a discrepancy in the information contained in the following information, the State in which it is incorporated, that it is authorized to hold and gas laws and that the offeror certifies the law is authorized to act on behalf of the corporation in such matters...
2. The offer shall be accepted and returned to the offeror and will afford the purchase price to the offeror in accordance with the following provisions...
3. If the offer is accepted, the offeror shall be bound to observe the following provisions...

STATE OF LOUISIANA )  
 ) §  
PARISH OF ORLEANS )



On MAY 12, 1983 personally appeared before me,  
a notary public, James R. Frizell, who acknowledged that he executed the  
above instrument as his free and voluntary act on behalf of Freeport Oil  
Company whose name was changed by merger to McMoran-Freeport Oil Company.

Walter D. Sanchez  
Notary Public

At Death  
My commission expires:

224587

FEE \$7.00 FILE #224587  
FILED FOR RECORD  
AT THE REQUEST OF  
McMoran Exploration Co.

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RECORDED 63 PAGES 127/130  
LISA GRANVILLE  
WHITE PINE COUNTY RECORDER

RECORDED AT REQUEST OF  
McMoran-Freeport Oil Co.  
BOOK 113 PAGE 96

83 AUG 31 111:07

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
M.N. REGALEATI, RECORDER  
FILE NO. 88957  
FFC S. 7.00

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