

# 북미 석유가스 법제 개관

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- 학력

· University of Houston Law Center, the LL.M. Program in Energy, Environment and Natural Resources Law (LL.M., 2012)

· 제30기 사법연수원 수료 (2001)

· 서울대학교 사법학과 졸업 (1998)

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## I. 석유가스에 대한 소유권

### 1. Rule of Capture

- “The owner of a tract of land acquires title to the oil and gas which he produces from wells drilled thereon, though it may be proved that part of such oil or gas migrated from adjoining lands.” (Robert E. Hardwicke in *The Rule of Capture and its implications at Applied to Oil and Gas*, 13 TEX. L. REV. 392, 393 (1935))
- 법적 영향
  - ▶ 인접 토지로부터 이동한 oil / gas를 생산하더라도 법적으로 책임을 지지 않음.
  - ▶ Common law상 인접 토지의 자원권자의 구체책: 해당 토지에서 oil / gas를 생산하는 것.
- 예외
  - ▶ Doctrine of Correlative Rights
    - ( i ) Right to be protected from negligent operations [*Elliff v. Texon Drilling Co.*, 146 Tex. 575 (1948) - blow out 관련 사례]
    - ( ii ) Stored gas
    - ( iii ) Right to enjoin or seek damages for willful injury to reservoir
    - ( iv ) Duty to refrain from unlawful or wasteful production (well spacing 등에 관한 규제 위반)
  - ▶ Enhanced-recovery operations: 통상 rule of capture의 범위를 벗어난 것으로 보고 있음(nuisance, trespass; Oklahoma주, Arkansas주). 단, drained party가 enhanced-recovery program 참여에 관한 공정한 제안을 거부하여 당국이 당해 program을 승인한 경우에는 nuisance 또는 trespass 책임을 부담하지 않는다는 판례도 있음 (*Railroad commission v. Manziel*, 361 S.W.2d 560 (Tex. 1962)).

### 2. Non-Ownership and Ownership-in-Place Theories

- Non-ownership theory:
  - ▶ Oklahoma, Louisiana, California, Wyoming 등
  - ▶ 자원권자는 지하자원에 대한 현실적인(corporeal) 권리를 가지지 않음.

- Ownership-in-place theory (absolute ownership theory)
  - ▶ Texas, New Mexico, Colorado, Kansas 등
  - ▶ 자원권자는 지하자원에 대한 현실적인 권리를 가짐.
- 실무적인 측면에서는 큰 중요성을 가지지 않는 것으로 이해되고 있음.

### 3. State Regulation

- Rule of capture의 폐해: overdrilling 및 overproduction으로 인한 economic / physical waste 발생
- 예컨대, Texas주의 경우 well-spacing rules, prorationing rules, compulsory pooling acts 가 도입됨.

## II. 석유가스에 관한 권리

### 1. Mineral Interest

- “Mineral deed” 에 의하여 토지 소유권으로부터 분리된, fee simple ownership.
- Mineral interest owner는 석유가스를 탐사, 개발 및 생산할 수 있는 권리를 보유함.
  - ☞ Geophysical trespass의 경우
- 직접 개발하거나 lease를 부여할 수 있음.
- Lease를 부여할 경우, 통상 royalty, bonus 및 delay rentals을 받을 수 있음.

### 2. Surface Interest

- Mineral interest가 분리된 이후의 토지 소유권을 의미함.

### 3. Leasehold Interest (Working Interest / Operating Interest)

- Lease를 부여 받은 lessee가 보유하는 권리
- 석유가스를 탐사, 개발 및 생산할 수 있는 권리를 보유하며 관련 비용을 부담함.
- Fee simple determinable: (fee simple ownership과 달리) lease계약상 조건 성취시 자동 종료됨(the possibility of reverter).

### 4. Royalty Interest

- 유형
  - ▶ Landowner's Royalty: lease 계약상 lessor의 권리.
  - ▶ Overriding Royalty: lease계약상 lessee의 권리로부터 carved out된 권리(“ORRI”).

- ▶ Non-participating Royalty: Mineral Interest로부터 carved out된 권리(“NPRI”). Lease를 부여하거나 bonus나 rentals을 수취할 수 없음.
- Royalty owner는 반대문구가 없는 한, 총생산량(gross production)에 대한 지분을 보유함.
- 석유가스를 탐사, 개발 및 생산할 수 있는 권리를 보유하지 않으며, 비용도 부담하지 않음.

### 5. Production Payment

- 일정 생산량(sum certain)을 수취할 수 있는 권리.

## III. Oil and Gas Lease

### 1. Mineral Lease

- Standard lease form이 존재하지 않으며, 모든 조건은 “negotiable” 함.
- Lease는 그 표현에도 불구하고 양도증서(transfer deed)에 유사함.
- Lessee는 자원을 탐사, 개발 및 생산할 권리를 가지며, lessor는 royalty를 지급 받을 권리를 가짐.

### 2. Granting Clause

- Lease에 의하여 부여되는 권리 명시.
- Leased substance 명시: coal-bed methane, helium, CO2 등
- Leased premises 명시
  - ▶ “Mother Hubbard” clause: 부정확/부주의한 기재에 대비한 cover-all 조항. Lessor 보유의 인근/부속 토지를 포함시킴.
  - ▶ Depth limitation
- Surface access / surface easement rights 명시
- Lessor가 일정한 권리를 유보하는 경우에 유의할 필요 있음.

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Lessor, in consideration of \$ \_\_\_\_\_, receipt of which is hereby acknowledged, in consideration of the royalties provided in this lease, and in consideration of the agreement of Lessee contained in this lease, grants, leases, and lets exclusively to Lessee for the purpose of investigating, exploring, prospecting, mining, and drilling for and producing oil, gas, liquid hydrocarbons, and all associated substances, laying pipelines, storing oil, building roads, tanks, power stations, telephone lines, and other structures on and over and across all lands owned by Lessor adjacent or contiguous to the leased land, to produce, save, take care of, treat, transport, and own the products, and for the purpose of housing and otherwise caring for its employees, the following described land in \_\_\_\_\_ County, Texas: \_\_\_\_\_ [*insert legal description of land*].

In addition to the above described land, this lease applies to all land owned or claimed by Lessor adjacent or contiguous to the above described land, whether it is the mentioned survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating rental payments provided for in this lease, the land is estimated to comprise \_\_\_\_\_ acres.

### 3. Habendum Clause

- Primary term: 소정의 기간 명시.
- Secondary term
  - ▶ “for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or otherwise maintained in effect pursuant to the provisions hereof”
  - ▶ Texas의 경우 위 요건을 충족하지 못하는 경우 lease는 자동 종료됨 - marginal well의 경우 유의할 필요 있음.
- Production in Paying Quantities ( “PPQ” )
  - ▶ Actual production (Texas주 등) v. discovery (Oklahoma주 등)
  - ▶ Lessee의 (royalty 공제 후) revenue가 operating cost를 초과하는 경우 - pumping cost, repairs, depreciation, severance taxes 등은 포함되지만, drilling cost는 포함되지 않음.
  - ▶ Temporary Cessation Doctrine: marginal well의 경우 일시적인 생산 중단이 있는 경우, “reasonably prudent operator” 기준으로 완화함.

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Subject to the other provisions of this agreement, this lease shall be for a term of \_\_\_\_\_ years from this date (called primary term in this lease), and as long thereafter as oil or gas is produced from this land or land with which this land is pooled.

#### 4. Delay Rental Clause

- Lessee가 primary term 동안 lessee에게 정기적으로 일정한 금액을 지급함으로써 lessee가 primary term 동안 탐사정(exploratory test well)을 시추하여야 하는 묵시적 의무를 부담하지 않을 수 있도록 하는 조항.
- “Unless” clause v. “Or” clause
  - ▶ “Unless” clause: If operations for drilling are not commenced within one year from the date of this lease, the lease shall terminate unless lessee pays delay rentals of [ ] dollars to the lessor.”
    - ☞ delay rentals 미지급시, lease는 자동 종료됨.
  - ▶ “Or” clause: lessee가 시추를 개시하거나 또는(“or”) delay rentals를 지급하도록 함.
    - ☞ delay rentals 미지급시, lease는 자동 종료되지 않고, lessor는 약정위반에 따른 소송 forfeiture 절차를 개시할 수 있음.
- 다수의 lease의 경우, actual drilling을 요구하지 않고 시추를 개시(commence) - 시추와 직접적으로 연관된 지상 작업 등 - 하는 것으로 lease를 유지할 수 있음.

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[“Unless” type provision]

If operations for the drilling of a well for oil or gas are not commenced on the land on or before \_\_\_\_\_ [time period, e.g., one year from the date of this lease or \_\_\_\_\_ [date]], this lease shall terminate as to both parties unless the Lessee shall, on or before the last day of that period, pay or tender to Lessor the sum of \$ \_\_\_\_\_ per acre for each acre of the land remaining subject to this lease as delay rental deferring the commencement of drilling operations on the land for an additional \_\_\_\_\_ [number] month period. In like manner, the commencement of drilling operations on the land may be further deferred for additional \_\_\_\_\_ [number] month periods by Lessee making or tendering a like payment to Lessor on or before the last day of each such successive \_\_\_\_\_ [number] month period.

[Drill or pay or forfeit]

Lessee agrees to commence operations for the drilling of a well on the leased premises within \_\_\_\_\_ months from this date or thereafter pay to Lessor, in advance, a yearly rental of \_\_\_\_\_ dollars; and if Lessee fails to either commence operations or pay the rental, Lessor may declare this lease null and void on written notice to Lessee.

### 5. Dry Hole Clause

- Dry hole을 시추한 경우, 남은 primary term 동안 rental을 지급하는 등의 행위를 하면 lease는 종료되지 않도록 하는 조항.

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If, before discovery and production of oil, gas, or other hydrocarbons in paying quantities on the above described land or on acreage pooled with the land, Lessee drills a dry hole or holes on the land, this lease shall not terminate if Lessee commences additional drilling or reworking operations or resumes the payment or tender of rentals on or before the rental paying date next ensuing subsequent to the expiration of sixty (60) days from the date of completion of a dry hole or cessation of production.

### 6. Operation Clause (Continuous Drilling Clause / Continuous Operations Clause)

- Primary term 종료 시점에 PPQ가 이루어지지 않는 경우, 일정 기간 지속적으로 drilling 내지 reworking 작업이 진행되는 동안 lease가 종료되지 않도록 하는 조항

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If, at the the expiration of the primary term of this agreement, oil or gas is not being produced on the land but Lessee is then engaged in drilling or reworking operations on the land, or if after the expiration of the primary term production shall cease, this lease shall nevertheless continue as long as the operations continue or additional operations are being prosecuted. Additional operations shall be deemed permissible when not more than 60 days have elapsed between abandonment of operations on one well and the commencement of operations on another well. If oil or gas in paying quantities is then discovered, this lease shall remain in force as long as oil or gas is being produced or additional operations are being prosecuted.

### 7. Shut-In Royalty Clause

- PPQ가 가능하지만 available market이 없어 생산이 이루어지지 않는 경우(shut-in) lessee가 lessor에게 shut-in royalty를 지급함으로써 lease가 종료되지 않도록 하는 조항.
- 실무상 가스전의 경우에만 적용됨: pipeline 부재.
- (delay rental과 마찬가지로) shut-in royalty의 지급을 의무 형태로 규정하는 것도 가능함.

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While there is a gas well on this leasehold or on acreage pooled with it but gas is not being used or sold, Lessee may pay as a royalty on or before \_\_\_\_\_ [e.g., 90 days after the date on which this well is shut in] a sum of \_\_\_\_\_ [e.g., \$500 per year]. If this payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities. Payments under this provision must be made in the manner specified in Paragraph \_\_\_\_\_ for the payment of delay rentals.

### 8. Cessation of Production Clause

- 발견 및 생산이 이루어졌으나 여하한 사유로 생산이 중단된 경우, 일정 기간 내에 추가 drilling 내지 reworking 작업이 이루어지면 lease가 종료되지 않도록 하는 조항

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If, after discovery and production of oil, gas, or any other hydrocarbon, production ceases from any cause, other than those expressly set forth in paragraph \_\_\_\_\_ [force majeure clause], this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after production ceased or, if it is within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of thirty (30) days from the date production ceased.

### 9. Pooling Clause

- Lessee에 대하여 well-spacing rule에 따른 drilling permit를 받기 위하여 lease 부지를 다른 부지와 통합할 수 있도록 하는 권한을 부여하는 조항.
- Pooling 조항이 없는 경우 lessee는 pool할 수 있는 권한이 없음.
  - ☞ 2개 이상의 lease를 유지하기 위해서는 각각 시추/생산을 해야 함.
  - ☞ 만약 lessee가 임의로 pooling을 한 경우, lessee는 해당 lease 부지의 생산량 전부에 대한 royalty를 lessor에게 지급하여야 함.

- Pooling 조항이 있는 경우, 2개 이상의 lease를 유지하기 위해서라 할지라도 pooled unit 가운데 어느 1군데에서만 시추/생산하면 됨. 통상, lessee는 pooled unit에서의 생산량의 표면적(surface acreage) 비율 상당에 대한 royalty를 lessor에게 지급하면 됨.
- Pugh Clause: Lease 부지의 일부만 pooling 된 경우, pooling clause에도 불구하고 나머지 부지에 대해서는 pooling의 효력이 발생하지 않도록 하는 조항.

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Lessee, at \_\_\_\_\_ [his or her or its] option, is given the right and power to pool or combine the acreage covered by this lease, or any portion of this acreage, as to oil or gas with any other land, lease, or leases in the immediate vicinity of this lease to the extent stipulated in this lease, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore or to develop and operate the leased premises in compliance with the spacing rules of the Railroad Commission of Texas or other lawful authority, or when to do so would, in the judgment of lessee, promote the conservation of oil and gas that may be produced from the premises.

Units pooled for oil under this lease shall not substantially exceed 160 acres each in area, and units pooled for gas under this lease shall not substantially exceed 640 acres each in area plus a tolerance of 10 percent of that acreage, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those larger units. Lessee under these provisions may pool or combine acreage covered by this lease, or any portion of this acreage, as to oil or gas in any one or more strata.

The units formed by pooling as to any strata or stratum need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other strata or stratum, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of Lessee to pool this lease or portions of it into other units. Lessee shall file for record in the appropriate manner in the county in which the leased land is located, an instrument describing and designating the pooled acreage as a pooled unit. Lessee may exercise its pooling option after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but is not required to include, land or leases which a well capable of producing oil or gas in paying quantities has previously been completed or upon which operations for the drilling of a well for oil and gas have previously been commenced.

Operations for drilling or for production of oil or gas from any part of the pooled unit which includes all or a portion of the land covered by this lease, regardless of whether

such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations for drilling on or production of oil or gas from land covered by this lease, whether or not the well or wells are located on the premises covered by this lease, and the entire acreage constituting such unit or units, as to oil or gas, or either of them as provided in this lease, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and or gas from the pooled unit, there shall be allocated to the land covered by this lease and included in the unit, a pro rata portion of the oil or gas produced from the pooled unit after deducting for that used for operations on the pooled unit. This allocation shall be on an acreage basis i.e., there shall be allocated to the acreage covered by this lease and included in the pooled unit that pro rata portion of the oil and or gas produced from the pooled unit which the number of surface acres covered by this lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties under this lease shall be computed on the portion of this production, whether it be oil or gas, so allocated to the land covered by this lease and included in the unit just as though this production were from this land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not as production from an oil pooled unit.

## 10. Royalty Clause

- In kind / in cash 모두 가능. - 통상, oil은 in kind로 정하고 gas는 in cash로 정함.
  - ▶ “market value” , “market price” : (i) Texas주 - 실제 판매가격과 무관하며, 판매 시점의 인근 시세를 기준으로 함. 이는 장기계약을 체결한 경우에도 마찬가지임. (ii) Oklahoma주, Louisiana주, Arkansas주 - (lessor와 lessee를 cooperative venture 관계로 보아) 계약금액을 기준을 함.
  - ▶ “proceeds” , “amount realized” : lessee가 실제로 받은 금액을 기준으로 함. Take-or-pay 사례와 관련, (i) Texas주 - 실제로 받은 금액이 아니라고 보아 royalty 지급의무를 부담하지 않음; (ii) Louisiana주, Arkansas주 - take-or-pay에 따라 수취한 금액에 대해서도 royalty 지급의무를 부담함.

- Royalty 산정
  - ▶ Royalty interest는 통상 탐사, 개발 및 생산비용을 부담하지 않음 - 공제 불가.
  - ▶ 생산 이후의 비용(post-production cost)는 부담함: cleaning, dehydration, transportation, pipeline compression, severance taxes 등
- (반대규정이 없는 한) royalty 미지급시 lease가 자동 종료되지 않음.

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The royalties to be paid by Lessee on oil are \_\_\_\_\_ [e.g., one-eighth] of the oil produced and saved from the land. The oil is to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected. Lessee may at any time purchase royalty oil in its possession, paying the market price for it that prevails for the field where produced on the date of purchase.

The royalties to be paid by Lessee on gas, including casinghead gas or other gaseous substances, produced from the land and sold or used off the premises or used on the premises for the extraction of gasoline or other products, are the market value at the well of one-eighth of the gas so sold or used, provided that for gas sold at the wells the royalty shall be one-eighth of the amount realized from this sale.

## 11. Force Majeure Clause

- 불가항력 조항.

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Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting, drilling, or reworking operations on the premises or from producing oil or gas from them by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule, or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with any of these covenants shall be suspended, and Lessee shall not be liable in damages for failure to comply with them. This lease shall be extended so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on, or from producing oil or gas from, the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, notwithstanding anything to the contrary in this lease.

## IV. Implied Covenants

### 1. “The Reasonably Prudent Operator ” 기준

- 객관적 기준임 (v. “fiduciary” , “the good faith operator” )
- Lessee가 reasonably prudent operator였다면 유사 상황에서 하였어야 할 행위를 하지 않았다는 점에 대하여 lessor가 입증책임을 부담함.
  - ☞ 당해 행위가 lessee에게 profitable 하다는 점에 대한 입증이 필요함.
  - ☞ 시추, 생산 및 마케팅 비용을 초과하는 가치를 입증하지 못하는 한 lessee에게 test를 위한 implied duty to drill은 부과되지 않음.

### 2. Common Implied Covenants

- The covenant for reasonable development
  - ▶ Oil 내지 gas의 발견 후 lessee는 합리적으로 개발할 의무가 있음.
  - ▶ 인근의 다른 operator들이 시추/생산하는 경우 추론될 수 있음 (Waseco Chemical & Supply Co. v. Bayou State Oil Corp., 371 So.2d 305 (La.App.1979)).
  - ▶ 합리적 수준의 시추계획을 lease에 명시함으로써 묵시적 의무를 배제할 수 있음 (Gulf Production Co. v. Kishi, 203 S.W.2d 965 (Tex.Com.App.1937)).
  - ▶ Best technology를 사용하여 회수를 극대화하여야 함.
- The covenant to market
  - ▶ Lessee는 합리적 기간 내에 합리적 가격에 판매할 의무를 부담함.
  - ▶ Gas well의 경우 문제되었음 (☞ gas contract 체결의 장기화, pipeline 연장 문제)
    - Shut-in royalty 지급 규정만으로 배제할 수 없음.
  - ▶ (i) Texas주 - “market value at the well” 에 의한 royalty 지급시 implied covenant to market을 배제할 수 있음; (ii) Oklahoma주, Colorado주, Arkansas주, Kansas주 - 여전히 적용됨.
  - ▶ 특히, 계열사에 대한 판매시 유의할 필요 있음.
- The covenant to protect against drainage
  - ▶ Drainage가 발생하는 경우 lessee는 offset well을 시추할 의무를 부담함.
  - ▶ Delay rental의 지급 규정만으로 배제할 수 없음.
  - ▶ 요건: (i) substantial drainage, (ii) probability of profit
- The covenant to further explore
  - ▶ Lessee가 lease 부지 내지 formation 중 미개발된 곳을 탐사할 의무가 있는지.
    - ☞ Texas주와 Oklahoma주는 부정함.

## V. Mineral estate 와 surface estate

### 1. 양자의 관계

- Texas를 비롯한 다수의 주에서 mineral estate는 dominant estate 에 해당하며, surface estate는 servient estate에 해당함(implied easement).
- Lessee는 석유가스의 탐사, 개발 및 생산을 위하여 합리적으로 필요한 범위 내에서 surface를 우선적으로 이용할 수 있음.

### 2. Reasonable Accommodation Doctrine

- Lessee의 surface 사용이 lessor의 기 존재하는 surface 사용을 상당하게 침해하고 (substantially interfere) 또한 lease 부지 내에 lessee의 사용을 충족시키는 대안이 있는 경우, lessor의 surface 사용을 수용하여야 함.

### 3. 특별법의 존재

## VI. Shale Gas 관련 몇 가지 쟁점

### 1. Lease 체결/검토시 고려사항

- Granting clause: depth limitation
- Pooling clause: Pugh clause (horizontal and vertical severance)
- Force majeure clause: Chesapeake 사례 (주정부의 hydraulic fracturing 금지 명령)

### 2. Hydraulic Fracturing

- Coastal Oil & Gas Corp. v. Garza Energy Trust
  - ▶ Garza가 Coastal을 상대로 hydraulic fracturing이 (i) breach of implied covenant to develop Garza's tract, (ii) trespass (fracing으로 인한 drainage), (iii) breach of implied covenant to protect against drainage, (iv) bad-faith pooling에 해당한다는 사유로 제소.

- ▶ Texas Supreme Court는 rule of capture에 따라 fracking에 따른 drainage를 손해로 인정하지 않음.
- ☞ Garza는 (i) offset well 시추, (ii) lessee (Coastal)를 상대로 implied covenant to protect against drainage 위반을 사유로 한 제소, (iii) pooling 제안, (iv) forced pooling을 통해 구제 받을 수 있었음.
- ▶ Trespass에 해당하는지 여부에 관해서는 판단하지 않았음.

- [참고] FPL Farming Ltd. V. Environmental Processing Systems, L.C.

- ▶ Wastewater injection trespass 사례
- ▶ FPL은 EPS을 상대로 허가를 취득한 폐수정에 wastewater를 주입하여 FPL 보유 토지의 지하로 이동시킨 것이 physical trespass에 해당한다는 사유로 제소함. EPS는 Texas Commission on Environmental Quality (TCEQ)로부터 허가를 취득한 이상 trespass에 해당하지 않는다고 답변함.
- ▶ Texas Supreme Court는 당국의 허가를 받은 것만으로 민사 불법행위책임을 면제할 수 없다고 판시함.

# 캐나다 British Columbia주

## I. 캐나다 British Columbia주

### 1. Tenure

- 소유권 및 Tenure의 형태
- BC주의 천연가스자원 대부분은 주정부(Crown)가 소유하고 있음.
- BC주 정부 소유 지하 석유 및 천연가스자원에 대한 tenure 제도는 Petroleum and Natural Gas Act(“PNGA”)와 Petroleum and Natural Gas Drilling Regulation(“시추 규정”)에 따라 수립되어 있음.
  - ▶ 탐사유형의 허가(permit): 현재 존재하지 않음.
  - ▶ 시추면허(drilling licence): 현재 탐사권의 주요 형태
  - ▶ 생산유형 lease

### 2. Drilling Licence

- ▶ lease로 전환 가능함.
- ▶ 연간 작업요건을 이행하는 대신에 에너지광물부장관이 판단하기에 신규 지역의 생산가능성을 평가하는데 기여하거나 이전에 시추된 바 없는 구역(gas spacing area)에서 최소 150m를 시추하는 가스정 시추를 실시하여야 함.
- ▶ 면허지역에서 시추되는 가스정의 길이에 따라 lease로 전환될 수 있는 면허자의 credit수가 결정됨.

### 3. Lease

- 생산활동을 허가하고 lease 보유자에게 일정 지역 내에서의 석유나 천연가스자원 생산에 대한 독점권을 부여하는 유일한 형태의 tenure임.
- Lease는 허가나 시추면허의 전환 또는 경쟁입찰을 통하여 취득할 수 있음.
- Lease 지역은 에너지광물부가 정한 천연가스 구역 격자(natural gas spacing area grid)와 일반적으로 일치하여야 하나, lease의 면적이나 형태에 대한 제한은 없음.

- Lease 기간은 전환되는 허가의 등급이나 전환되는 시추면허의 소재 지역에 따라 5년 내지 10년임. 해당 자원 고갈시까지 무기한 연장될 수 있음.

#### 4. Tenure right의 취득 방법

- 경쟁입찰을 통하여 취득함.
- tenure right을 경매에 붙일 것인지 여부에 관하여 에너지광물부가 심사절차를 진행하며 당해 심사절차에서 관련 지역정부, 원주민, Oil and Gas Commission(“OGC”) 및 tenure 지역에 대한 지식이 있는 기타 정부기관과 협의함.
- Tenure 대상 토지에 대한 입찰금액에는 해당 수수료, 임대료 및 입찰금액의 일부로서 보너스 입찰금액을 포함하여야 함. 에너지광물부는 입찰금액이 너무 낮거나 입찰이 공익에 부합하지 않는다고 판단할 경우 입찰을 거부할 수 있음.
- PNGA는 지하에 대한 tenure에 관해서만 규제함.
  - ▶ 시추, 그리고 파이프라인과 처리시설의 건설 및 운영 등 지상활동은 Oil and Gas Activities Act(“OGAA”)에 따라 OGC가 규제함.
- Tenure 확보 그 자체는 tenure 보유자가 해당 천연가스자원에 대한 탐사나 생산 활동에 종사하는 것을 허가하는 것이 아님. 오히려, 그러한 활동은 OGAA에 따라 OGC가 규율함.

## II. Royalty

- 주정부는 보유 lease 토지에서 생산되는 천연가스에 대하여 royalty를 징수함. 생산업체가 지급해야 하는 royalty의 금액은 다음 요소들에 좌우됨:
  - ▶ 생산량
  - ▶ 천연가스의 시가(market prices)
  - ▶ 석유 및 천연가스의 tenure 취득일
  - ▶ 가공, 운송 및 수처리비용(coalbed gas에 한함)
  - ▶ 대상 royalty 프로그램에 대한 자격.
- 생산업체의 가스판매금액이 증가하면 생산업체가 지급하는 royalty도 증가함. 주정부는 시장변화에 대응하기 위하여 매 2년마다 royalty제도를 검토함.

### Ⅲ. 지상권(Surface Rights)

#### 1. 지상권 확보

- Tenure는 천연가스 자원에 대한 지하의 권리(subsurface rights)에만 관련이 있으므로, 지상의 권리(surface rights)는 별도로 취득하여야 함.
- 지상을 이용하는 권리(surface access rights)가 필요한 tenure 보유자는 해당 지상권 보유자(surface rights holder)와 lease 협상을 하여야 함.
- 지상권 보유자와 합의하지 못하는 경우, tenure 보유자는 PNGA에 따라 설립된 Surface Rights Board에 대하여 분쟁해결의 지원을 신청할 수 있음.
  - ☞ Surface Rights Board는 tenure 보유자에 대하여 해당 지역의 이용을 인가하고 지상권 보유자에 대한 보상금액을 정할 수 있음.

#### 2. 가스정 개발 허가

- OGAA상 석유 및 가스 관련 행위(oil and gas activity)에 대한 OGC의 허가가 요구됨.
  - ▶ 석유나 천연가스의 탐사활동, 생산, 수집(gathering), 처리, 저장 또는 처분, 저장소의 운영, 또는 파이프라인의 건설이나 운영.
- OGAA는 허가신청자에 대하여 허가신청 전에 사유지 소유자 및 기타 영향을 받는 당사자들에게 통지하고 그들과 협의할 것을 요구함.
  - ▶ 석유 및 가스 관련 행위 유형별로 규정된 협의거리(consultation distance) 및 통지거리(notification distance)가 당해 활동에 대한 근접성에 기초하여 당사자들과의 협의사항인지 통지사항인지를 결정함.

### Ⅳ. 원주민

#### 1. 원주민의 권리

- 캐나다 헌법은 “캐나다 원주민의 기존 원주민 및 협약상 권리”를 인정함.
- 캐나다 법원은 영국의 통치시기(BC주의 경우 1871년) 전부터 원주민단체가 독점적으로 점유해 온 토지에 대한 공동보유권리(communally held right)를 인정함.

## 2. 원주민과의 협의 및 수용(consultation and accommodation)

- 원주민의 소유권은 소송을 통하여 입증되어야 하는데, 구술증거 및 전통적 특성으로 인해 입증이 어렵고 장기간이 소요됨에 따라, 법원은 원주민의 소유권이 확정적으로 증명되기 전에 원주민이 주장하는 소유권을 보호하기 위한 조치를 개발함.
- 이를 위하여, 법원은 원주민이 소유권을 주장하고 있는 토지가 정부 조치에 의하여 부정적인 영향을 받을 경우 원주민과 협의(consult)하고 필요시 원주민을 수용(accommodate)해야 할 의무를 정부(Crown)에 부과하여 옴.
  - ☞ 이는 석유 및 가스 관련 행위에 대한 OGC의 승인에 대해서도 적용됨.
  - ☞ 프로젝트 제안자들이 참여하는 것이 장려/요구됨.
- OGC는 BC주 북동부 지역에서의 다수의 원주민단체와의 협의절차를 발표하고 협의 절차계약(consultation process agreements, “CPA”)을 체결함.
  - ▶ OGC가 석유 및 가스 관련 행위의 승인 전에 영향을 받는 원주민을 확인하고 그와 약정하는 것에 대한 상세 절차를 명시하고 있음.
  - ▶ 이 문서는 협의절차에 있어서의 프로젝트 제안자의 역할도 규정함: 제안자들은 영향을 받는 원주민을 동 절차 초기에 참여시키고, 프로젝트에 관한 의미 있고 이해할 수 있는 정보(meaningful and understandable information)를 제공하며 가능한 경우 원주민의 우려사항을 회피하거나 경감시키기 위하여 프로젝트 계획을 변경하는 등 협의기간 동안 원주민들과 의미 있는 관계를 유지하는 것이 장려됨.

(별첨)

## PAID UP OIL AND GAS LEASE

PROD 88

THIS LEASE AGREEMENT is made as of the \_\_\_\_\_ day of 20\_\_\_\_ between \_\_\_\_\_ as Lessor (whether one or more), and \_\_\_\_\_, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

**Grant of Leased Premises.** In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

in the County of \_\_\_\_\_, State of \_\_\_\_\_, containing \_\_\_\_\_ gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

**Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the construction

and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression and water disposal. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

**Term of Lease.** This lease shall be in force for a primary term of \_\_\_\_\_ years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

**Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 90 days after

completion of operations on such dry hole or within 90 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 90 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

**Shut-in Royalty.** If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee;

provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

**Royalty Payment.** For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, lessor shall receive as its royalty \_\_\_\_\_% of the sales proceeds actually received by lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale.

Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such

comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arms-length transaction that is utilized.

Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that

actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.

**Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production from a unit. Upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

**Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

**Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend

to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

**Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

**Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to

obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

**Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

**Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

**Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

**Other Provisions.** Additional terms of this Lease are set forth on Exhibit A attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

<b>WITNESSES AND/OR ATTESTATIONS:</b>	<b>LESSOR (WHETHER ONE OR MORE)</b>	<b>SS NO. OR TAX ID</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ACKNOWLEDGEMENTS**

**INDIVIDUAL**  
(For use in all states)

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared

\_\_\_\_\_ known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

**INDIVIDUAL**  
(For use in all states)

My Commission Expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared

\_\_\_\_\_ known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires \_\_\_\_\_  
Notary Public

**RECORDING INFORMATION**

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) SS.  
County of \_\_\_\_\_ )

This instrument was filed for record on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_ o'clock \_\_\_ M., and duly recorded in Book , Page \_\_\_\_\_, of the \_\_\_\_\_ records of this office.

By \_\_\_\_\_

Clerk (or Deputy)