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RECITALS

EXISTING LEASE FORM

LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS MINERALS

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

State Lease No. ^^
Louisiana State Lease Form Revised 2000

WHEREAS, under the provisions of Sub-Part A of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board of the State of Louisiana (sometimes hereinafter referred to as “Mineral Board” or “Board”) advertised for bids for a lease covering oil, gas and other liquid or gaseous minerals in solution and produced with oil or gas on the property described below; and

WHEREAS, in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the ^^, at a meeting of the State Mineral and Energy Board of the State of Louisiana; and

WHEREAS, by resolution duly adopted, the State Mineral and Energy Board accepted the bid of ^^ whose mailing address is ^^ (hereinafter referred to as “Lessee”) as being the most advantageous to the State of Louisiana:

NOW THEREFORE, be it known and remembered that the State Mineral and Energy Board of the State of Louisiana, acting under said authority for and in behalf of the State of Louisiana, as Lessor, does hereby lease, let, and grant exclusively unto the said Lessee, and Lessee’s successors and assigns, the property described below for the purpose of exploring by any method, including but not limited to geophysical and geological exploration for formations or structures and prospecting and drilling for and producing oil, gas, and any other liquid or gaseous minerals in solution and produced with oil or gas, hereinafter sometimes referred to for convenience as oil, gas or other liquid or gaseous mineral. In connection therewith Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, including but not limited to storing minerals and fluids in facilities or by means other than subsurface storage; laying pipelines; dredging canals; and building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and facilities. The leased property, situated in the Parish of ^^ State of Louisiana, is more fully described as follows:

This lease excludes free sulphur, potash, lignite, salt and other solid minerals. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits.

Notwithstanding any language herein to the contrary, the rights granted herein exclusively to the mineral Lessee shall be subject to the surface usage for seismic and geophysical exploration by any

1 seismic permittee of the state whose valid permit predates the effective date of this mineral lease and
2 includes all or a portion of the surface area encompassed within the geographical boundary of the leased
3 premises herein. The said seismic permittee shall owe the mineral Lessee no duty to share seismic or
4 geophysical information acquired under the predating permit nor to reimburse the mineral Lessee for
5 surface usage, but said seismic permittee shall not unreasonably interfere with the mineral Lessee's
6 exercise of its rights acquired hereunder and shall owe the mineral Lessee reasonable reimbursement for
7 any actual damages caused by the seismic or geophysical operations carried out under the predating
8 permit.

9
10 Further, in accordance with Article XII, Section 10 of the Constitution of Louisiana, and
11 notwithstanding any language herein to the contrary, the rights granted herein exclusively to the mineral
12 Lessee shall be subject to the surface usage for integrated coastal protection or hurricane and flood
13 protection projects promulgated, funded and effected through the State of Louisiana, the Louisiana
14 Coastal Protection and Restoration Authority, the Louisiana Office of Coastal Protection and
15 Restoration, and the Department of Natural Resources and its divisions, whether solely or in
16 conjunction with other state, local or federal governmental agencies or with private individuals or
17 entities. Lessee shall hold the State of Louisiana, its political subdivisions, the Louisiana State Mineral
18 and Energy Board, the Department of Natural Resources and its divisions, the Louisiana Coastal
19 Protection and Restoration Authority, the Louisiana Office of Coastal Protection and Restoration, the
20 United States, and each of their agents and employees, and all other relevant agencies free and harmless
21 from any claims for loss or damages to the rights of any party arising under this lease or any other
22 contract, lease, permit, or license granted to any individual or other entity for any purpose on state lands
23 or water bottoms from diversions of freshwater or sediment, depositing of dredged or other materials,
24 integrated coastal protection project, or any other actions, taken for the purpose of management,
25 preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or
26 related public or renewable resources. The mineral Lessee, in the exercise of its exclusive rights granted
27 hereunder, shall utilize the best technology available, including directional drilling so as to minimize
28 interference with the ongoing surface usage entailed in the development, construction and maintenance
29 of the said integrated coastal protection and/or hurricane and flood protection projects which will now
30 or may utilize all or a portion of the premises leased for mineral exploration and development herein.
31 Rights to geothermal resources are specifically excluded from this lease.

32
33 **AUGUST 2016 DRAFT LANGUAGE**

34
35 **LEASE FOR OIL, GAS AND OTHER LIQUID**
36 **OR GASEOUS HYDROCARBON MINERALS**

37
38 STATE OF LOUISIANA
39 PARISH OF EAST BATON ROUGE
40 Louisiana State Lease **Form Revised 2016**

State Lease No. _____

41
42 **WHEREAS**, under the provisions of Subpart A of Chapter 2, Title 30 of the Louisiana Revised Statutes,
43 and other applicable laws, the State Mineral and Energy Board ("**Board**") of the State of Louisiana ("**State**" or
44 "**Lessor**") advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in
45 solution produced with oil or gas on the property described below; and
46

1 Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (“*OMR*”), the
2 Board and their officers, employees, agents and representatives, and the United States government, its
3 departments, agencies and divisions, together with their respective officers, employees, agents and representatives,
4 free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm
5 or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee
6 related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials,
7 integrated coastal protection projects, or any other such action taken for the purpose of management, preservation,
8 enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable
9 resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially
10 available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in
11 the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood
12 protection projects.

13
14 The captions or headings in this Lease are for convenience only and in no way define, limit or describe the
15 scope or intent of any provision of this Lease.

16
17 The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at
18 the time this Lease was revised and also to any amended or successor statute or regulation.

19

20 **PROPOSED RE-WRITE (TRACK CHANGES)**

21

22 **LEASE FOR OIL, GAS AND OTHER LIQUID**
23 **OR GASEOUS HYDROCARBON MINERALS**

24

25 STATE OF LOUISIANA State Lease No. _____
26 PARISH OF EAST BATON ROUGE
27 Louisiana State Lease **Form Revised 2017**

28

29 **WHEREAS**, under the provisions of Subpart A of Chapter 2, Title 30 of the Louisiana Revised Statutes,
30 and other applicable laws, the State Mineral and Energy Board (“*Board*”) of the State of Louisiana (“*State*” or
31 “*Lessor*”) advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in
32 solution produced with oil or gas on the property described below; and

33

34 **WHEREAS**, in response to required advertisements, bids were received and duly opened in the City of
35 Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the ___ day of _____, 20XX at a
36 meeting of the Board; and

37

38 **WHEREAS**, on the ___ day of _____, 20XX (“*Effective Date*”), the Board accepted the bid of
39 and awarded this Lease to _____ (“*Lessee*”), whose address is
40 _____, as the most advantageous to the State as Lessor.

41

42 **NOW THEREFORE**, be it known and remembered that the Board, acting under said authority for and
43 on behalf of the State, as Lessor, does hereby lease, let and grant unto said Lessee the Leased Premises as defined
44 below for the purpose of exploring by any method including, but not limited to seismic, geophysical and
45 geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other
46 liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as
47 oil, gas or other liquid or gaseous minerals. This grant of authority shall include the exclusive right to explore and
48 produce oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the
49 Leased Premises at the depths covered by this Lease. In connection therewith, Lessee shall have the right to use so

1 much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to
2 storing minerals and fluids in facilities (or by means other than subsurface storage), laying pipelines, dredging
3 canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other
4 structures and/or facilities.
5

6 The property ("**Leased Premises**") subject to this Lease, situated in the Parish(es) of _____, State
7 of Louisiana, is more fully described as follows:
8

9 **(PROPERTY DESCRIPTION)**
10

11 This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and geothermal energy.
12 Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any
13 such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La.
14 R.S. 30:124.
15

16 Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion
17 thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and
18 production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with
19 reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.
20

21 Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the
22 Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to
23 the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any
24 purposes intended by Lessee or contemplated by this Lease.
25

26 Lessor reserves the right to exclude certain sites from drilling and/or production activities in
27 areas having special wildlife, environmental, or recreational significance on State surface lands.
28

29 Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to
30 the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit
31 predates the Effective Date of this Lease but only to the extent that such permit covers all or a portion of the
32 surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee
33 shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to
34 reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee's
35 exercise of its rights acquired hereunder.
36

37 Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject
38 and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects
39 promulgated, funded and/or effected through the State of Louisiana, the Coastal Protection and Restoration
40 Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other
41 federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its
42 departments, agencies, boards and commissions including, without limitation, the Coastal Protection and
43 Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources ("**OMR**"), the
44 Board and their officers, employees, agents and representatives, and the United States government, its
45 departments, agencies and divisions, together with their respective officers, employees, agents and representatives,
46 free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm
47 or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee
48 related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials,
49 integrated coastal protection projects, or any other such action taken for the purpose of management, preservation,

1 enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable
2 resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially
3 available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in
4 the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood
5 protection projects.

6
7 The captions or headings in this Lease are for convenience only and in no way define, limit or describe the
8 scope or intent of any provision of this Lease.

9
10 **During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations,**
11 **whether now in effect or enacted in the future, in carrying out the provisions of this Lease.**

12
13 The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at
14 the time this Lease was revised and also to any amended or successor statute or regulation.

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16
17 **PROPOSED RE-WRITE (CLEAN VERSION)**

18
19 **LEASE FOR OIL, GAS AND OTHER LIQUID**
20 **OR GASEOUS HYDROCARBON MINERALS**

21 STATE OF LOUISIANA
22 PARISH OF EAST BATON ROUGE
23 Louisiana State Lease Form Revised 2017

State Lease No. _____

24
25
26 **WHEREAS**, under the provisions of Subpart A of Chapter 2, Title 30 of the Louisiana Revised Statutes,
27 and other applicable laws, the State Mineral and Energy Board ("**Board**") of the State of Louisiana ("**State**" or
28 "**Lessor**") advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in
29 solution produced with oil or gas on the property described below; and

30
31 **WHEREAS**, in response to required advertisements, bids were received and duly opened in the City of
32 Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the ___ day of _____, 20XX at a
33 meeting of the Board; and

34
35 **WHEREAS**, on the ___ day of _____, 20XX ("**Effective Date**"), the Board accepted the bid of
36 and awarded this Lease to _____ ("**Lessee**"), whose address is
37 _____, as the most advantageous to the State as Lessor.

38
39 **NOW THEREFORE**, be it known and remembered that the Board, acting under said authority for and
40 on behalf of the State, as Lessor, does hereby lease, let and grant unto said Lessee the Leased Premises as defined
41 below for the purpose of exploring by any method including, but not limited to seismic, geophysical and
42 geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other
43 liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as
44 oil, gas or other liquid or gaseous minerals. This grant of authority shall include the exclusive right to explore and
45 produce oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the
46 Leased Premises at the depths covered by this Lease. In connection therewith, Lessee shall have the right to use so
47 much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to
48 storing minerals and fluids in facilities (or by means other than subsurface storage), laying pipelines, dredging
49 canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other
50 structures and/or facilities.

1
2 The property (“*Leased Premises*”) subject to this Lease, situated in the Parish(es) of _____, State
3 of Louisiana, is more fully described as follows:
4

5 **(PROPERTY DESCRIPTION)**
6

7 This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and geothermal energy.
8 Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any
9 such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La.
10 R.S. 30:124.
11

12 Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion
13 thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and
14 production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with
15 reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.
16

17 Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the
18 Leased Premises “AS IS”. Lessor has no obligation to make any repairs, additions or improvements to
19 the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any
20 purposes intended by Lessee or contemplated by this Lease.
21

22 Lessor reserves the right to exclude certain sites from drilling and/or production activities in
23 areas having special wildlife, environmental, or recreational significance on State surface lands.
24

25 Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to
26 the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit
27 predates the Effective Date of this Lease but only to the extent that such permit covers all or a portion of the
28 surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee
29 shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to
30 reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee’s
31 exercise of its rights acquired hereunder.
32

33 Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject
34 and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects
35 promulgated, funded and/or effected through the State of Louisiana, the Coastal Protection and Restoration
36 Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other
37 federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its
38 departments, agencies, boards and commissions including, without limitation, the Coastal Protection and
39 Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (“*OMR*”), the
40 Board and their officers, employees, agents and representatives, and the United States government, its
41 departments, agencies and divisions, together with their respective officers, employees, agents and representatives,
42 free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm
43 or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee
44 related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials,
45 integrated coastal protection projects, or any other such action taken for the purpose of management, preservation,
46 enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable
47 resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially
48 available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in
49 the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood

1 protection projects.
2

3 The captions or headings in this Lease are for convenience only and in no way define, limit or describe the
4 scope or intent of any provision of this Lease.
5

6 During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations,
7 whether now in effect or enacted in the future, in carrying out the provisions of this Lease.
8

9 The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at
10 the time this Lease was revised and also to any amended or successor statute or regulation.
11
12