

BEFORE THE INDUSTRIAL COMMISSION

OF THE STATE OF NORTH DAKOTA

IN THE MATTER OF A HEARING CALLED ON A MOTION
OF THE COMMISSION TO CONSIDER THE APPLICATION
OF TREND EXPLORATION LIMITED FOR AN EXCEPTION
TO THE SPACING PATERN IN THE DICKINSON FIELD,
STARK COUNTY, NORTH DAKOTA.

CASE NO. 941
ORDER NO. 1019

ORDER OF THE COMMISSION

BY THE COMMISSION:

A hearing having been held in Bismarck, North Dakota on this ____ day of _____, 1969, at 9:30 a.m., before the North Dakota Industrial Commission, hereinafter referred to as the Commission.

NOW, on this ____ day of _____, 1969, the Commission, a quorum being present, having considered the testimony adduced, and the exhibits received at said hearing, and being fully advised in the premises:

FINDS:

(1) That due public notice having been given, as required by law, the Commission has jurisdiction of this cause, and the subject matter thereof.

(2) That Federal Lease BLM Montana No. 072791 (ND) Acq. covering lands in the S/2 Section 24, T140N, R96W, Stark County, North Dakota, contains stipulation that prevent the operator from drilling at the prescribed location.

(3) That a well should be drilled on this spacing unit in order to protect the correlative rights of the owners of mineral interests therein.

IT IS THEREFORE ORDERED:

(1) That this application for an exception location in the approximate C NE/4 SE/4 of Section 24, T140N, R96W, Stark County, North Dakota, be and the same is hereby granted.

(2) That this order shall remain in full force and effect until further order of the Commission.

DONE, at Bismarck, North Dakota, this ____ day of _____, 1969.

NORTH DAKOTA INDUSTRIAL COMMISSION

William L. Guy, Governor

Helgi Johanneson, Attorney General

Arne Dahl, Commissioner of Agriculture

DUNN
STARK

R 95 W
CO.
CO.

GREEN

C-13934-C
Cont 75%
N Am 25%
Deep rights
only

BM 2471

168226 75%
168225 2 22
168265 67.535 %

168266 7.03%
ROY 6748
3/64
T
140
N

168236 75%
3-15-71

168238 75%
10-30-72

168261 1-14
7-3-69
CONOCO
RASHKO

BM 2497
170217
2-23-70
C 13934-L
Cont 62.10%
N Am 10.355%
Hill 10.355%
Moore 17.180%
Cont Opr
170219
2-24-70

170212 2-1-75

170212 170,956
4-20-70

157708 158281
6-2-69

157710 1-23-74

157704 1-2
7-28-69

157712 3-17-69

170210 2-3-70

Jordan 10-7-76

Jordan 11-10-76

Tenneco 1-1-72
Jordan 10-7-76

Jordan 10-7-76

Jordan 10-7-76

Jordan 10-7-76

Jordan 10-7-76

Jordan 10-7-76

Jordan 10-7-76

170213 2-10-73
170215

157697 170214 1-6
170220 48.9131%
1-30-70

170214 1-3
168900 30.3384%
2-6-30

168280 50%
6-2-69
Jordan 10-7-76

157699 3-13-74

Jordan 10-7-76

Jordan 11-10-76

Tenneco 1-1-72
Jordan 10-7-76

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Jordan 10-7-76

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Jordan 10-7-76

Jordan 10-7-76

175753 5-11-72

175767 5-13-77

175761 5-13-77

175756 5-12-72

175755 5-11-72

151013 2-9-73

175775 1/2
7-18-72
150262 1/2
2-18-73

175766 50%
175767 50%

175761 5-10-77

175770 5-13-77

175753 5-11-72

175759 5-11-77

175753 5-11-72

175754 5-12-72

175748 175749
4-5-72

175766 175767
7-12-77

175768 50.20%
5-13-77

175762 1/2
5-12-77

175764 10-7-71

175772 50% All Sec.16

175758 5-11-72

151025 2-15-73

175750 175764
5-10-72 10-7-71

175758 5-11-72

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175750 175764
5-10-72 10-7-71

175758 5-11-72

151025 2-15-73

NSON
BM 2418

Ill
Rights

HEART

RR
BM 2351

RIVER

HEART RIVER 133

GLADSTONE 126

Exhibit 1
5 INDUSTRIAL COMMISSION
STATE OF NORTH DAKOTA
FEB 20 1969
Date Case No. 941
Introduced by Trend Expl.
Exhibit #1
Identified by Ernest Fleck

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MONTANA

OFFER TO LEASE AND LEASE FOR OIL AND GAS
NONCOMPETITIVE ACQUIRED LANDS 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 August 7, 1947 (61 Stat. 918; 30 U.S.C. 301-312), 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. **CONTINENTAL OIL COMPANY**

FOR LESSEE

(First Name, Middle Initial, Last Name)

P. O. BOX 2540

(Number and Street)

BILLINGS, MONTANA 59103

(City and State)

2. Land requested: State **North Dakota** County **Stark** T. **140N** R. **96W** Meridian

INDUSTRIAL COMMISSION
STATE OF NORTH DAKOTA
FEB 20 1969

Case No. **941**

(SEE ATTACHED RIDER)

Date **FEB 20 1969**

Introduced by **Teard E. Epley**

U.S. interest if less than 100 percent

Exhibit **#2**

Identified by **Ernest Fleck**

Consideration \$100, or less -

No down payment or other thing received

Total area **91.48** acres

3. Land included in lease: State County T. R. Meridian

This Lease Embraces the Land
Described in Item 2.

U.S. interest if less than 100 percent

Total area **91.34** acres

Net area for rental

Rental retained \$ **46.00**

(Offeror does not fill in this block)

4. Amount remitted: Filing fee \$10, Rental \$ **46.00**, Total \$ **56.00**

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**

Qualifications filed in GLO File **B.L.M. 066100**, Washington, D. C.

(b) Agency having administrative control over surface use of land, and unit or project of which land is a part are

(c) Offeror's interests, direct and indirect, in acquired lands do not exceed 200,000 acres in oil and gas options or 240,000 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.

(d) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6.

(e) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified to receive a lease as shown by statements made or referred to herein).

(f) Offeror has described all lands as provided for in 43 CFR 200.5(a).

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 the 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 at the time the offer is filed.

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 **1st** day of **February**, 19**69**.

(Lessee signature)

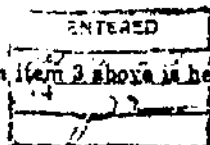
CONTINENTAL OIL COMPANY

(Lessee signature)

By **John W. Johnson**

(Attorney-in-fact)

This lease for the lands described in item 2 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.



THE UNITED STATES OF AMERICA

By **Deputy B. Sullivan**

(Signing officer)

Date of lease **AUG 1 1969**

U.S. Mineral's Application No. **5-1000**

JUL 29

(Title)

(Date)

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO REDEMPTION IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE NECESSARY DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS.

It is made 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.

Reproduction provided that the copies are exact reproductions of both sides of this official form, in accordance with the provisions of the act.

2 Stark County, North Dakota
Township 140 North, Range 96 West

The North 33 feet of the West 330 feet of the $E\frac{1}{2}$ of Section 25, and the North 75 feet of the East 1441.27 feet of the West 1771.27 feet of $E\frac{1}{2}$ of Section 25, containing 2.73 acres, more or less.

✓ The West 563 feet of the North 553 feet of the $W\frac{1}{2}$ of Section 25, containing 7.15 acres more or less.

✓ The South 350 feet of the North 1903 feet of the West 453 feet of the $W\frac{1}{2}$ of Section 25, containing 3.64 acres, more or less.

The tract of land situated in the $S\frac{1}{2}$ of Section 24, more particularly described as follows: Beginning at a point on the South line of said Section 24, said point being 942.40 feet East of the Southwest corner thereof; thence North for a distance of 50.00 feet; thence along a curve to the left having a radius of 470.87 feet, the initial tangent of which bears East, for an arc length of 484.88 feet; thence North $59^{\circ}00'00''$ West for a distance of 50.00 feet; thence North $31^{\circ}00'00''$ East for a distance of 32.70 feet; thence North for a distance of 987.86 feet; thence East for a distance of 330.00 feet; thence South for a distance of 768.91 feet; thence along a curve to the right having a radius of 524.41 feet, the initial tangent of which bears North $78^{\circ}30'12''$ East, for an arc length of 196.75 feet; thence South $80^{\circ}00'00''$ East for a distance of 282.95 feet; thence along a curve to the right having a radius of 1532.39 feet, for an arc length of 561.65 feet; thence South $59^{\circ}00'00''$ East for a distance of 127.70 feet; thence along a curve to the left having a radius of 854.93 feet for an arc length of 224.03 feet; thence North for a distance of 1495.69 feet; thence East for a distance of 1650.00 feet; thence South for a distance of 1650.00 feet to the South line of said Section 24; thence West along the South line of said Section 24 for a distance of 1814.49 feet; thence along a curve to the right having a radius of 1054.93 feet, the initial tangent of which bears North $67^{\circ}43'16''$ West for an arc length of 160.57 feet; thence North $59^{\circ}00'00''$ West for a distance of 127.70 feet; thence along a curve to the left having a radius of 1332.39 feet, for an arc length of 488.35 feet; thence North $80^{\circ}00'00''$ West for a distance of 282.95 feet; thence along a curve to the left having a radius of 324.41 feet for an arc length of 390.68 feet; thence South $31^{\circ}00'00''$ West for a distance of 3.60 feet; thence North $59^{\circ}00'00''$ West for a distance of 50.00 feet; thence along a curve to the right having a radius of 570.87 feet, the initial tangent of which bears South $31^{\circ}00'00''$ West for an arc length of 347.90 feet to the South line of said Section 24; thence West along the South line of said Section 24 for a distance of 232.94 feet to the point of beginning, containing 77.96 acres, more or less. 77.82

(170297)

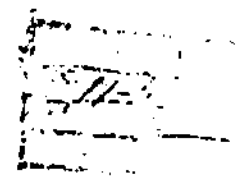
FWM

EQUAL OPPORTUNITY

(a) Clause --, regarding "Equal Opportunity" in the Form to which this is attached, is amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

(b) In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in section 403 (b) of Executive Order No. 11246, remain in effect and, where applicable, shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

(c) The Equal Employment Opportunity representation in the Form to which this is attached is amended to insert, after the reference to "Executive Order 10925" the following: "or the clause contained in section 201 of Executive Order No. 11114".



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

MONTANA 072791(ND) Acq.

STIPULATION FOR LANDS UNDER JURISDICTION OF DEPARTMENT OF AGRICULTURE *

The lands embraced in this lease or permit being under the jurisdiction of the Secretary of Agriculture, the lessee or permittee hereby agrees:

- (1) To conduct all operations authorized by this lease or permit with due regard for good land management, not to cut or destroy timber without first obtaining permission from the authorized representative of the Secretary of Agriculture, and to pay for all such timber cut or destroyed at the rates prescribed by such representative; to avoid unnecessary damage to improvements, timber, crops, or other cover; unless otherwise authorized by the Secretary of Agriculture, not to drill any well, carry on operations, make excavations, construct tunnels, drill, or otherwise disturb the surface of the lands within 200 feet of any building standing on the lands and whenever required, in writing, by the authorized representative of the Secretary of Agriculture to fence or fill all sump holes, ditches, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the lands to their former condition, including the removal of structures as and if required, and when required by such representative to bury all pipelines below plow depth.
- (2) To do all in his power to prevent and suppress forest, brush, or grass fires on the lands and in their vicinity, and to require his employees, contractors, subcontractors, and employees of contractors or subcontractors to do likewise. Unless prevented by circumstances over which he has no control, the lessee or permittee shall place his employees, contractors, subcontractors, and employees of contractors and subcontractors employed on the lands at the disposal of any authorized officer of the Department of Agriculture for the purpose of fighting forest, brush, or grass fires, on or originating on the lands or on adjacent areas or caused by the negligence of the lessee or permittee or his employees, contractors, subcontractors and employees of contractors and subcontractors, with the understanding that payment for such services shall be made at rates to be determined by the authorized representative of the Secretary of

Agriculture, which rates shall not be less than the current rates of pay prevailing in the vicinity for services of a similar character: *Provided*, that if the lessee or permittee, his employees, contractors, subcontractors, or employees of contractors or subcontractors, caused or could have prevented the origin or spread of said fire or fires, no payment shall be made for services so rendered.

During periods of serious fire danger to forest, brush, or grass, as may be specified by the authorized representative of the Secretary of Agriculture, the lessee or permittee shall prohibit smoking and the building of camp and lunch fires by his employees, contractors, subcontractors, and employees of contractors or subcontractors within the area involved except at established camps, and shall enforce this prohibition by all means within his power: *Provided*, that the authorized representative of the Secretary of Agriculture may designate safe places where, after all inflammable material has been cleared away, campfires may be built for the purpose of heating lunches and where, at the option of the lessee or permittee, smoking may be permitted.

The lessee or permittee shall not burn rubbish, trash, or other inflammable materials *except* with the consent of the authorized representative of the Secretary of Agriculture and shall not use explosives in such a manner as to scatter inflammable materials on the surface of the lands during the forest, brush, or grass fire season, *except* as authorized to do so or on areas approved by such representative.

The lessee or permittee shall build or construct such fire lines or do such clearing on the lands as the authorized representative of the Secretary of Agriculture decides is essential for forest, brush, and grass fire prevention which is or may be necessitated by the

* This form of stipulation may be used in connection with leases and permits issued under the Acts of February 25, 1920, as amended (30 U.S.C. 181 *et seq.*); August 7, 1947 (30 U.S.C. 351 *et seq.*); February 7, 1927, as amended (30 U.S.C. 281 *et seq.*); April 17, 1926, as amended (30 U.S.C. 271 *et seq.*); October 20, 1914, as

amended (48 U.S.C. 432 *et seq.*); June 28, 1944 (58 Stat 463 *et seq.*); September 1, 1949 (30 U.S.C. 192c); June 30, 1950 (16 U.S.C. 508b); or under the authority of any of the Acts cited in Section 402 of the President's Reorganization Plan No. 3 of 1946 (5 U.S.C. 133y-16, Note).

154
Form MSO 3120-14
(formerly MSO-P-218)
(January 1966)

170297
MONTANA 072791(ND) Acq.

STIPULATION FOR LANDS UNDER THE JURISDICTION
OF DEPARTMENT OF AGRICULTURE

The lands embraced in this lease being under the jurisdiction of the Secretary of Agriculture, the lessee hereby agrees:

1. The local district ranger shall be informed and his approval of plans obtained in advance of any field operations, including seismic work, drilling, road construction, or other field operations, that involve these lands.
2. Drilling for seismic shotholes will not be done within 300 feet of any spring or water well existing prior to the drilling operation.
3. No operations of any kind - seismic, road construction, drilling, etc., will be allowed on the lease area. This is an occupied Job Corps Center, and any surface operations will seriously interfere with its functioning.

Power of Attorney for the undersigned is filed in Montana 065500 and is still in full force and effect.

July 21, 1966
Date

CONTINENTAL OIL COMPANY
Lessee

By Alfred M. Dawson
Attorney in Fact *AK*

January 21, 1969

Case 941

Mr. Burt Folsom
North Dakota Geological Survey
University Station
Grand Forks, North Dakota 58201

Re: Request Spacing Exception
NE $\frac{1}{4}$ SE $\frac{1}{4}$ -Sec. 24-T140N-R96W
Stark County, North Dakota

Dear Burt:

Pursuant to our request for the exception as above noted,
I enclose a copy of Continental BLM lease 072791 covering 77.96
acres situated in the S $\frac{1}{2}$ of Section 24, Township 140 North, Range
96 West.

The prohibition as to entry and drilling thereon is contained
in a stipulation attached to back page of subject lease.

Yours very truly,

TREND EXPLORATION LIMITED

T. N. Jordan, Sr.
T. N. Jordan, Sr.

TNJ:mk
Enclosures

CERTIFICATE OF PUBLICATION

THE DICKINSON PRESS
Dickinson, North Dakota

STATE OF NORTH DAKOTA, }
County of Stark. }

Howard F. Dabney, of said state and county, being first duly sworn, on oath says: That he is the General Mgr. of the Dickinson Press, Inc., publisher of **THE DICKINSON PRESS**, a daily newspaper of general circulation, printed and published at Dickinson, in said county and state, and has been such during the time hereinafter mentioned; and that advertisement headed Notice of Publication

a printed copy of which is hereunto annexed, was printed and published in **THE DICKINSON PRESS**, and in the regular and entire issue of each and every number 1 consecutive weeks, commencing on the 5th day of February A. D. 19 69, and ending on the 5th day of February A. D., 19 69, both inclusive.

Sworn to and subscribed to before me this 5 day of February A. D. 19 69.

Ed J. Hauck

Ed J. Hauck
Notary Public, Stark County, N. Dak.
My Commission Expires June 7, 1973

NOTICE OF PUBLICATION
N.D. INDUSTRIAL COMMISSION
BISMARCK, NORTH DAKOTA
The State of North Dakota by its Industrial Commission hereby gives notice pursuant to law and the rules and regulations of said Commission promulgated thereunder of the following public hearing to be held at 9:30 a.m. on February 20, 1969, in the Hearing Room, State Capitol, in Bismarck, North Dakota.

STATE OF NORTH DAKOTA TO:
All named parties and persons having any right, title interest or claim in the following case and notice to the public. CASE NO. 941: On a motion of the Commission to consider the application of Trend Exploration Limited for an exception to the spacing pattern in the Dickinson Field, Stark County, North Dakota.
N.D. INDUSTRIAL COMMISSION
William L. Guy, Governor
(Published February 5, 1969.)

\$ 4.00
Date 2-12-69
Harold Nelson
HAROLD NELSON
State Printer