

BEFORE	EXC	1:123	270	GIER
Off. Con		-	S	

TCO EASTERN

CASE NO. 8482

## OIL AND GAS LEASL

y and between	, Made and entered into t				•	
	L.C. Hannah	and Alica E.	Hannah 🖢 hu	band and wife		
Caralahad	New Mexico.			the first next havelengths	r called lessor (whether one	D 2000) 0
					the second part, hereinafter	
FITNESSETH, The	the said lessor, for and in	consideration of TVC	HUNDRED			. DOLLA
ash in hand paid, rec ad performed, has a	eipt of which is hereby ack ranted, demised, leased, an	mowledged and of the cold let and by these prese	ovenants and agreem nts does grant, demi ing tanks, powers, st	ents bereinafter contain se, lease and let unto th ations and structures the	ed on the part of lessee to e said lessee, for the sole and reon to produce, save and tak	be paid, k only purp e care of a
roducts, all that certa	in tract of land situate in	the County of	EDDY	, State of	New Mexico, described as fo	llows, to-w
The Nor	theast Quarte	er of the So	outheast 2	uarter;		
				000	MENTARY DOCLMENTARY	
				- 50	10.50 5 5 m. 5	
	Mary and the state of the state					<u></u>
	Z	0h 0 -			2.73.714 scres	
		,	two			
It is agreed the come aid land by the		n force for a term of	years from date, an	d as long thereafter as	oil or gas, or either of then	ı, is produ
In considerati	on of the premises the said					
	liver to the credit of lesso rom the leased premises.	r, free of cost, in the pi	e line to which he	nay connect his wells, t	he equal of one-eighth (1/2)	part of all
					ose proceeds at the prevailing	
the principal dwel	ing house on said land du	ring the same time by m	aking his own conne	ections with the well at	uch well for all stoves and al his own risk and expense.	
					e of casing-head gasoline or d be used, said payments to be n	
If no well be	commenced on said land o	n or before the	St. day of		r to the lessor or to the	, 19
is lease shall ter	ninate as to both partie	s, unless the lessee o	n or before that d	ate shall pay or tende	r to the lessor or to the	lessor's a
the <u> </u>	2015 2 1 Pticuccions, or any bank wi	ith which it may be me	erged, or consolidate	d, or which succeeds to	its business or assets, or any	part the
purchase or ot	nerwise, which shall con	ntinue as the deposit	ory regardless of	changes in the own	ership of the said land,	the sum
hich abalt operate	as a rental and cover the				ithe from said date. In like	
pon like payments	r tenders the commenceme	ent of a well may be fu	rther deferred for li	ke periods of the same	number of months successive	ly. And
	d, but also the lessee's op				s granted to the date when a ights conferred.	na nret re
					event, if a second well is n see shall terminate as to both	
se lessee on or befo	re the expiration of said to	welve months shall resur	ne the payment of re	ntale in the same amou	nt and in the same manner a est preceding paragraph here	s hereinbe
ne payment of rents	ls and the effect thereof,	shall continue in force	as though there had	been no interruption in	the rental payments.	
	owns a less interest in the be paid the lessor only in				ite therein, then the royaltic.	es and re
			-	land for its operation	thereon, except water from w	rells of le
	ed by the lessor, lessee sha be drilled nearer than 200			ses, without the written	consent of the lessor.	
	pay for damages caused by					
					ding the right to draw and a see shall have the right to o	
completion with r		spatch, and if oil or gas	, or either of them,	be found in paying qua	intities, this lease shall conti	
If the estate	of either party hereto is a	ssigned, and the priviles	re of assigning in w	rhole or in part is exp	ressly allowed, the covenant	
					r assignment of rentals or ro copy thereof. In the event of	
essor or his success	r in title, any rental nave	nent which may be mad	a baumum dan chall ba	denouited in the denouit	ory bank to the credit of the	of the deat
		since minist thank been till.				estate of
eceased lessor or hi	successor in title until le title to the person succes	eding to such interest.	nished with certified And it is hereby agr	copies of all muniments sed in the event this lea	of title deraigning title from se shall be assigned as to a p	estate of such dece art or par
eceased lessor or his essor or successor in he above described in he from him or the	s successor in title until le title to the person succes ands and the assignee or a m, such default shall not o	eding to such interest. assignees of such part or operate to defeat or affer	nished with certified And it is hereby agr parts shall fail or r it this lease in so fa	copies of all muniments end in the event this less make default in the pays r as it covers a part or	of title deraigning title from se shall be assigned as to a p nent of the proportionate pa- parts of said lands which the	estate of such deco art or par rt of the said lesse
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eccased lessor or hissor or successor in the above described in the from him or the my assignee thereof and discharge the less Compliance variety, decrees,	s successor in title until le a title to the person successands and the assignee or a m, such default shall not con- shall make due payment or see of all obligation hereur rith any now or hereafter rules, regulations made or	eding to such interest.  sesignees of such part or  operate to defeat or affect  f said rentals. An assignder.  existing act, bill or state  r promulgated by State	nished with certified And it is hereby agr parts shall fail or rest this lease in so farmment of this lease, tute purporting to be or Federal courts, St	copies of all muniments eed in the event this lea nake default in the pays as it covers a part or in whole or in part, shall enacted by any Federal ate or Federal offices, by	of title deraigning title from se shall be assigned as to a p ment of the proportionate pa- parts of said lands which the l as to the extent of such assi- or State legislative authority, pards, commissions or commit	estate of such dec- art or par rt of the said less gnment re or with or tees purpo
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### OIL AND GAS LEASE

AGREEMENT, Made and entered into this and between Guillermo Rui	z and	of November		, 10 ,
Malaga, New Mexico.  N.Etz & R.A.T. Wright Ar VITNESSETH, That the said lessor, for and in consid	tesia.New Me	Party of the first part, hereing	after called lessor (whether on	e or more) and
ash in hand paid, receipt of which is hereby acknowled nd performed, has granted, demised, leased, and let a f mining and operating for oil and gas, and laying pi	iged and of the covenants nd by these presents does pe lines, and building tan	and agreements hereinafter con- grant, demise, lease and let unto- ks, power stations and structure	tained on the part of lessee t the said lessee, for the sole a:	o be paid, kept nd only purpose
ald products, all that certain tract of land situate in t			f New Mexico, described as	
Lot 784 ( N <sub>2</sub> of the NW1 of	of the SEZ o	the SEZ )		
		32 <del>-</del>		
f Section 13 Township.	24 S. Range	28 E. and containing	FIVE acre	s, more or less.
luced from said land by the lessee.  In consideration of the premises the said lessee	covenants and agrees:			
First. To deliver to the credit of lessor, free o reduced and saved from the lessed premises. Second. To pay lessor for gas from each well	where gas only is found t	he equal one-eighth (%) of the	gross proceeds at the prevaili	ng market rate,
or all gas used off the premises, said payments to be in the principal dwelling house on said land during the Third. To pay lessor for gas produced from an	made quarterly and lessor e same time by making hi ny oil well and used off t	to have sea free of cost from an sown cornections with the well he premises, or for the manufact	y such well for all stoves and at his own risk and expense, are of casing-head gasoline or	all inside lights  dry commercial
is, one eighth (%) of the gross proceeds at the prevs unarterly.  8 united to the commenced on said on or before the commenced on said the commenced on sa	4 +			
his lease shall terminate as to both parties, unlease by Registered U.S.M.	es the lessee on or be	fore that date shall pay or te	nder to the lessor or to the	lessor's credit
or its successor or successors, or any bank with where purchase or otherwise, which shall continue	ich it may be merged, or	consolidated, or which succeeds	to its business or assets, or a	ny part thereof, , the sum of
which shall operate as a rental and cover the priviles	a well may be further def	erred for like periods of the san	ne number of months successi	vely. And it is
inderstood and agreed that the consideration first re- cental is payable as aforesaid, but also the lessee's of Should the first well drilled on the above descri-	ption of extending that p bed land be a dry hole or	eriod as aforesaid, and any and cease to produce, then and in the	all other rights conferred. nat event, if a second well is	not commenced
on said land within twelve months from the expiration the lessee on or before the expiration of said twelve morovided. And it is agreed that upon the resumption the payment of rentals and the effect thereof, shall contains	onths shall resume the pay of the payment of rente ontinue in force as though	ment of rentals in the same am- ils, as before provided, that the there had been no interruption	ount and in the same manner last preceding paragraph he in the rental payments,	as hereinbefore ereof, governing
If said lessor owns a less interest in the above nerein provided shall be paid the lessor only in prop Lessee shall have the right to use, free of cost,	ortion which his interest	bears to the whole and undivide	i fee.	
When requested by the lessor, lessee shall burn No well shall be drilled nearer than 200 feet to	y his pipe lines below plo the house or barn now or	ow depth.  a said premises, without the wri		
Lessee shall pay for damages caused by its op Lessee shall have the right at any time to remo If the lessee shall commence to drill a well wi	we all machinery and fixt	ures placed on said premises, in		
to completion with reasonable diligence and dispatch.  force with like effect as if such well had been completing the control of the control	and if oil or gas, or either eted within the term of ye	of them, be found in paying quars herein, first mentioned.	quantities, this lease shall con	tinue and be in
extend to their heirs, executors, administrators, succes- binding on the lessee until after the lessee has been fu- lessor or his successor in title, any rental payment wh- decessed lessor or his successor in title until lessee shi	sors or assigns, but no che irnished with a written tre ich may be made hereunds all have been furnished wi	ange in the ownership of the land ansfer or assignment or a certifi or shall be deposited in the depos th certified copies of all munimer	or assignment of rentals or a ed copy thereof. In the event sitory bank to the credit of th that of title deraigning title fro	royalties shall be of the death of he estate of such om such deceased
essor or successor in title to the person succeeding to the above described lands and the assignee or assignee due from him or them, such default shall not operate to any assignee thereof shall make due payment of said in	s of such part or parts shi o defeat or affect this less	all fail or make default in the page in so far as it covers a part of	ayment of the proportionate per parts of said lands which t	part of the rents he said lessee or
and discharge the lessee of all obligation hereunder.  Compliance with any now or hereafter existing indements, decrees, rules, regulations made or promul	act, bill or statute purpo- gated by State or Federal	rting to be enacted by any Federa courts, State or Federal offices,	l or State legislative authority boards, commissions or comin	, of with orders
to be made under authority of any such act, bill or st clause, obligation, covenant, undertaking, condition of the revesting of any estate or interest herein and hereb	atute, shall not constitute r stiplation contained here y created and set out, nor	a violation of any of the terms ein, nor shall it be or constitute a shall any such compliance conf	of this lease or be considered cause for the termination, fo er any right of entry or become	a breach of any rigiture, revision ome the basis of
any action for damages or suit for the forfeiture or c by lessee or assigns, to the extent of such compliance. Lessee may at any time surrender this lease, it	arcellation hereof; and w e operate as modification	hile any such purport to be in for s of the terms and conditions of	rce and effect they shall, who this lease where incomistent	en somplied, with therewith:
the proper county.  Lessor hereby warrants and agrees to defend the defend the defend the defend to defend the defend for lessor, by payment, any mortgage, taxes or	he title to the lands herei	n described, and agrees that the	lessee shall have the right at	any time to re
gated to the rights of the holder thereof.	74 - 4	Along Taggors S	grees above 5	aeres -
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STATE OF NEW MEXICO,	ACKNOWLEDGMENT	TO THE LEASE	
County of Eddy	25.		2.
On this the 1sh d	y of Feb.	, 1957	, before me personally appeared
to me personally known to be the p	erson 2 described in and	who executed the foregoing	instrument, and acknowledged
that Iley executed the sa	me as their	free act and deed.	
IN WITNESS WHEREOF, I have	hereunto set my hand and	official seal on the day ar	id year in this certificate first
above written.	مسم	They Il.	elini uni 1118 18
My Commission expires / 2 - 5	19.50		Notate Publication
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IN WITNESS WHEREOF, The			
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	ACKNOWLEDGMENT TO	THE ASSIGNMENT	
STATE OF NEW MEXICO,			
County of	<b>88.</b>		
On this the	ay of	, 19	, before me personally appeared
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A WITH DOD WITH ILLED TO I	are neredired set my mand	- Control III	on this, the day and year last
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BEFORE THE THE THE PROBLEM OIL CLASSE WALLES DESCRIBE	ř
TCO EXPLEIT NO. 3	
CASE NO. 8482	

# Tenneco Oil Exploration and Production ATenneco Company

7990 IH 10 West San Antonio, Texas 78230 (512) 366-8000



Southwestern Division

November 15, 1984

Elmer L. Skinner Aothla 1312 Lera Circle Carlsbad, New Mexico 88220

> RE: Amendment to Oil and Gas Lease E/2 Sec. 13, T24S-R28E Eddy County, New Mexico Malaga Area

Dear Mr. Skinner:

Tenneco Oil Company is proposing to drill a 13,300' Atoka-Morrow well to be located in the E/2 of Section 13, T24S-R28E. The governmental spacing regulations for this well call for a 320-acre proration unit.

The oil and gas lease to which your interest is subject does not provide for pooling in order to form a 320-acre unit. In order for Tenneco to drill the above described well it is necessary for the oil and gas lease to be amended to provide for this.

Enclosed in duplicate please find an "Amendment to Oil and Gas Lease" which provides for pooling of your lease with other land, lease or leases in order to properly develop and operate the leased premises in compliance with the Spacing Rules of the Oil Conservation Division or other lawful authorities.

Please execute both copies of the Amendment and have them properly notarized and return one fully executed copy to the undersigned. The other copy is for your files.

Your prompt attention to this matter would be greatly appreciated as Tenneco hopes to spud this well by the end of the year.

Very truly yours,

TENNECO OIL COMPANY

S. Lancaster

Kelly S. Lancaster

Petroleum Landman

KSL/jm Enclosures 3798A TCO 4 CASE NO. 8482

LTOEP111A 4/83

### AMENDMENT TO OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 16th day of November 1984 by and between ANNIE LORENE ROBERTS HUNT whose mailing address is

704 Fourth Street, League City, Texas 77573

as Lessor, and TENNECO OIL COMPANY whose mailing address is 7990 I.H. 10 West, San Antonio, Texas 78230 and DEPCO, INC. whose mailing address is 1000 Petroleum Building, 110 16th Street, Denver Colorado, 80202, as Lessee.

#### WITNESSETH, THAT:

WHEREAS, under the date of November 1, 1951, that certain Oil and Gas Lease was made and entered into by and between L. C. Hannah and Alice E. Hannah, husband and wife, as Lessor, and A. N. Etz and R. A. T. Wright, as Lessee, which Lease is recorded in Volume 44, page 14 of the Records of Eddy County, New Mexico; and,

WHEREAS, the above-described Lease is hereinafter referred to as "Said Lease"; and,

WHEREAS, the undersigned party is a current Lessor under "Said Lease"; and,

WHEREAS, the parties hereto desire to amend "Said Lease" as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid by Lessee to Lessors, the receipt and sufficiency of which are hereby acknowledged and confessed by Lessor, the parties hereto do hereby covenant, contract and agree as follows:

I.

There shall be added to "Said Lease" the following provision:

"Lessee, at its option, is hereby given the right and power to voluntarily pool or combine the acreage covered by this Lease, or any portion thereof, as to the oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the leased premises in compliance with the Spacing Rules of the Oil Conservation Division, or other lawful authorities, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed 320 acres each in area plus a tolerance of ten percent thereof in the case of either an oil unit or a gas unit, 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 prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this Lease, or any portion thereof as above provided for as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, 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 hereunder to pool this Lease, or portions thereof, into other units. shall file for record in the county records of the county in which the lands are located an instrument identifying and describing the pooled acreage. Lessee may at its election exercise its pooling operation 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 upon which a well capable of producing oil or gas in paying quantities has theretofore been completed, or upon which operations for drilling of a well for oil or gas have theretofore been commenced. Operations for drilling on or production of oil or gas from any part of the pooled unit composed in whole or in part 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 the land covered by this Lease whether or not the well or wells are actually located on the premises covered by this Lease, and the entire acreage constituting such unit or units, as to oil and gas or either of them as herein provided, 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 and each of them shall be entitled upon production of oil and gas, or either of them from the pooled unit, there shall be allocated to the land covered by this Lease and included in said unit a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis, that is to say, 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 gas, or either of them, produced from the pooled unit which the number of surface acres covered by this Lease and included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil or gas or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the Lease or oil 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 the oil pooled unit."

II.

Except as hereby amended, Said Lease shall remain otherwise unchanged in all of its terms, provisions and conditions.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

	ANNIE LORENE ROBERTS HUNT
	TENNECO OIL COMPANY
	By: H. J. Briscoe, Jr. Attorney-in-Fact
ATTEST:	DEPCO, INC.
Secretary	By:
THE STATE OF TEXAS COUNTY OF	
This instrument was acknowledged before 1984, by	e me on,
	Notary Public, State of Texas
My commission expires:	

THE STATE OF TEXAS COUNTY OF BEXAR

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me on in-Fact on	behalf o	f Tenneco Oil
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TCO 5
CASE NO. 8483

NOV 3 0 1984

## Tenneco Oil Exploration and Production

A Tenneco Company

7990 IH 10 West San Antonio, Texas 78230 (512) 366-8000



Southwestern Division

December 3, 1984

John P. Ruiz General Delivery Malaga, New Mexico 88263 TCO 6

RE: Amendment to Oil and Gas Lease E/2 Section 13, T24S-R28E, Eddy County, New Mexico Malaga Area

Dear Mr. Ruiz:

In response to your letter of November 23, 1984, let me explain that Tenneco Oil Company does not own the shallow rights on the above described acreage, therefore the gas well on this acreage is not operated by Tenneco Oil Company. According to our records, Austin Gas Purchasing, Inc. in Salina, Kansas operates the gas well on the E/2 of Section 13 and they are responsible for paying you your portion of the production from that well.

Likewise, Tenneco does not operate any wells in Section 14, T24S-R28E. You must determine who operates these wells and contact them concerning why you have not received any money.

Tenneco Oil Company wants to drill a deep well (13,300') on the E/2 of Section 13, however to do so the Oil Conservation Division requires that this well be drilled on a 320-acre proration unit. The oil and gas lease which your mother and father executed back in 1951 does not provide for pooling. Tenneco Oil Company needs you and your brothers and sisters to execute an amendment to the oil and gas lease so we can drill this well. If you do not sign the amendment, Tenneco will not be able to drill this well and you and your brothers and sisters will not get any money from the production of the well.

It is not customary to pay money for amendments to oil and gas leases. The oil and gas lease which your mother and father executed back in 1951 has been held-by-production for years. We cannot lease this acreage again because it is held-by-production. The benefit you will receive from signing the amendment is the money you will receive from the production of the well.

I'm sure you can now see that it is definitely in your best interest to sign the amendment which I sent you. Please execute the amendment and have it properly notorized and return to me as soon as possible.

Time is running out! We want to spud this well by the end of the year.

LTOEP IIIA 4/83

#### Tenneco Oil

John P. Ruiz Amendment to Oil & Gas Lease -2-

December 3, 1984

I also ask that you furnish me the following peoples current address so I can be sure they have received an amendment:

Esmera R. Carrasco Anastacia R. Blanco Bill C. Ruiz Marca R. Hernandez

Thank you. If you have any questions please do not hesitate to contact us.

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Very truly yours,

TENNECO OIL COMPANY

Kelly S. Lancaster Petroleum Landman

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# Tenneco Oil Exploration and Production ATenneco Company

7990 IH 10 West San Antonio, Texas 78230 (512) 366-8000



Southwestern Division

December 17, 1984

Juan G. Ruiz Bill C. Ruiz 765 N. Columbus Reedley, California 93654

> RE: Amendment to Oil and Gas Lease E/2 Sec. 13, T24S-R28E Eddy County, New Mexico Malaga Area

#### Gentlemen:

Enclosed is an Amendment to Oil and Gas Lease which you <u>must</u> sign in order for Tenneco to drill you a gas well on the above described acreage. If you do not sign the Amendment and have it properly notarized, we cannot drill you a well.

Please sign and return immediately.

Bus L. Johnsanter

Very truly yours,

TENNECO OIL COMPANY

Kelly S. Lancaster Petroleum Landman

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