[AUCUM 1961]

DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

	Office	New Mexico
,	Serial	No. 04/1822

Fill in an appropries a or print plainty in ink and size in ink. OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U.S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Mr. Mrs.		•	٦		
1. Miss _	Mr. M. R. T) (First Name	hornton e. Middle Initial, Last N	ame)		
signing offers of any shangs of oddress.	P. O. Box 5	97 Number and Street)			
	Midland, Ter	•		•	
		(City and State)		TIVISION	
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THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

any most required by this leave and the current I until such bond is that not to enter on the land under this maintain any bond furnished by the loose as a condition for this leave. (3) To furnish a bond in a non-hobbe the amount amount serial, but not less than \$1,000 nor more than \$3,000, nor of any part of the leaved land within the knowing geologic producing of the gas field. (4) To furnish prior to beginning attents and maintain at all times thereafter as required by the two tends sum of \$10,000 with appropriate curricular sursety, or two forties union \$4,000 with appropriate curricular two forties are the leave as bond in that amount is already the two such a bond furnished by an operator of the leave is certail leave bond or filed to furnish and maintain a feet leave than \$1,000 in these cases in which a bond is a contained by an operator of the leave is certail leave bond or filed to furnish and maintain a feet leave than \$1,000 in these cases in which a bond is a change of herein, the leave may file such other bond as the point.

30 days of demand, or, if the

-(1) To drill and produce all wells necessary to protect of from drainage by wells on lands not the property of lands of the United Natus leaved at a larger regardy which the royalties and repulse are poid into different to those of this leave; or in lieu of any port of aneal drilling on, with the convent of the Director of the Geological mapping and the leave of the Director at the Geological mapping and drainage in the amount determined by said at the election of the leaves to drill and numbers after

ers and, whenever appropriate, after notice and opportunity it.

en paid in value, such royalties on production shall be due to a nonthly on the last day of the calendar month past folicities and the calendar month in which produced. When paid in amount loo, such royalty products shall be delivered in merchantable on the premises where produced without cost to lessor, erwise agreed to by the parties hereto, at such times and in a provided by the lessee as reasonably may be required by but in no case shall the lessee he required to hold such royalty or products in atorage beyond the last day of the calendar month in which produced nor be or held liable for the loss or destruction of royalty oil or late in storage from causes over which he has no control,

ruction of royalty oil or tich he has no control, e waived, suspended or i or my portion thereof all if the Secretary of the ing the greatest ultimate conservation of natural to so in order to primete

Gerause the lesse cannot be steered by the Seventary of the rental, royalty, or other payments to the lessor, to Bureno of Land Management at the places mentioned land 43 GPR 1911.2. If there is no well on the lensed lands cling oil or gas in paying quantities, the influere to pay or the anniversary date shall automatically premium allested to land the places of t

ned in ink.

is to be used in offering to lease noncompetitively public

oil and gas deposits reserved to the United States in

h lands for the purpose of drilling, mining, extracting,

sinposing of oil and gas deposite, except helium. This

the used in offering to lease acquired lands or lands on

ic structure of a producing oil or gas field.

ane may be made by individuals 21 years of age or over

of the United States, and by corporations, partnerships

must be prepared in quintuplicate and filed in the re. The term "filing" means the actual receipt of the re land office. If the land is in a State for which there the offer must be filed with the Bureau of Land Man-ment of the Interior, Washington 25, D. C. See 43. If less than five copies are filed, the offeron will have

iority.

Ill mark one of the copies first filed at the top with

If that is not done, the manager will so mark

is any variation in the land descriptions among
one marked "original" shall govern as to the lands

the amounts and quality a lease, the process theerfor purposes or unavoidably to improvements on the lease to liberation on all well a lease to liberation on all well a lease to liberation on all well a

reputs want tangent it.

to the country and complete to in form acceptable to or lost the leaned bands, and an artitions affecting said lands, to the leaner when required, seemple, upon the required.

of the least.

(i) Inspection.—To keep open at all reasonable time of the least.

(ii) Inspection.—To keep open at all reasonable time of any duly authorized officer of the Depart premises and all wells, improvements, marbinery, an and all lanks, accounts, maps and records relative is surveys or investigations on the lensed banks or and information obtained pursuant to any such asspection.

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connection with the performance of

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uents for employees

rist ugency Contracting Officer, advis-ntative of the lesser's commitments

with such rules, regulations, ewith the Nondiscrimination rules, regulations, or orders, rt and the lessee may be desired as accordance with proceed March 6, 1961, and such the President's Committee rise provided in the said of the President's Committee rise provided by law, he foregoing paragraphs (1) for unless exempted by rules, titles on Equal Employment xecutive Order No. 1925 of ling upon each subcontractor h respect to any subcontract direct as a means of enforce-

ontrolling interest me which may be lands under this such products, to lion the oil or ens

INSTRUCTIONS

ion 192.42a or the lands are not entirely within an area an area of 6 surveyed sections in length or width. (b) cceda 2,500 acres, except where the rule of approximation 640 acres or the equivalent of a section and is not within 3 CFR 192.42(d). This does not apply where the total y not more than 10 percent. (c) The full filling fee and id on not accompany the offer, the rental payment to be for known, and if not known, for the total acreage computed trees for each smallest legal subdivision, except where the not mure than 10 percent. (d) Except if the puwer of he purview of paragraph 43 CFR 192.42(e) (4) (ii), the attorney in fact or agent in behalf of the offeror and the nied by a statement over the offeror's own signature with and citizenship and by the wilence required by 34 CFR sections of the offeror and the control of ni another offer is filed.

B. SPECIAL INSTRUCTIONS

Total area of land requested should be shown in acres is

e one marked "original" anali govern as to the lands e.

space is needed in furnishing any of the required yild be prepared on additional sheets, initialed and e part of this offer to leave, such additional sheets ach copy of the form submitted.

land described in item 2 of the offer is spen to oil and ten the offer is filed but is smitted from the lease for ereafter becomes available for leaving to the offeror, will be amended to include the omitted land, unleas, e of the amended to include the omitted land, unleas, e of the amendment on Form 4-1163, the land office rawal of the offer as to such land or an election to lease to be dated in acc. dance with 43 CFR 192,40a, asparate lease will be in-sect. If the lease is amended ivisions of 43 CFR 192.42a. Dance is not to be filled in. When lease is issued this the identification of the leased area and total acrea. It is all amount remitted should include a \$10 filing few a rental of the land requested at the rate of 50 cents thereof, any fraction being counted as an additional angifec is retained as a service charge, even in those fee house the property of the property of the control of the counter of the control of the counter of the count

ior or any part of it is within a known geologic producing oil or gas field, the lessee will be billed for rental of \$1.50 an acre on all the lessee will be billed for rental of \$1.50 an acre on all the lessed land as the yearly lands is \$2 per acre.

Hem \$5 (a) — Offeror will indicate whether a citizen naturalization. If production is obtained under this less to it, the citizenship status of the lessee will be verified. If offeror is an unincorporated association (including a the offer must be accompanied by a statement giving the as to citizenship and holdings of its members as required of If offeror is a corporation it must submit a statement giving the authorized to helf.

P. O. Box 1251 - Santa Fe, New Mexico 87501

Stipulations to be executed and made part of any oil and gas lease involving lands described in the Departmental Notice of October 16, 1951.

The lessee further agrees that:

- (1) No wells will be drilled for oil or gas in formations above the base of the Delaware sand, or above a depth of 5,000 feet, whichever is the lesser, except upon approval of the Director of the Geological Survey, it being understood that drilling for production to these formations will be permitted only in the event that it is satisfactorily established that such drilling will not interfere with the mining and recovery of potash deposits or the interest of the United States would best be subserved thereby.
- (2) No wells will be drilled for oil or gas in formations below the base of the Delaware sand, or below a depth of 5,000 feet, whichever is the lesser, except pursuant to a unit plan approved by the Director of the Geological Survey, unless drilling is otherwise required or approved by the Director to protect the lease from drainage.
- (3) No wells will be drilled for oil or gas at a location which, in the opinion of the Oil and Gas Supervisor of the Geological Survey, would result in undue waste of potash deposits or constitute a hazard to or unduly interfere with mining operations being conducted for the extraction of potash deposits.
- (4) The drilling or the abandonment of any well on said lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas, or water into formations containing potash deposits or into mines or workings being utilized in the extraction of such deposits.

Signature of Offeror or Lessee