

(August 1961)

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Office New Mexico

Serial No.

1418226

OFFER TO LEASE AND LEASE FOR OIL AND GAS  
(Sec. 17 Noncompetitive Public Domain Lease)

Fill in on typewriter  
or print plainly in ink  
and sign in ink.

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.  
1. Miss Mr. M. R. Thornton  
(First Name, Middle Initial, Last Name)

Please notify the  
signing officer of any  
change of address.

P. O. Box 587  
(Number and Street)

Midland, Texas  
(City and State)

2. Land requested: State New Mexico

County

Eddy

23 S : R 31 E : NMP Meridian

Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$   
Section 27: All  
Section 28: All  
Section 33: E $\frac{1}{2}$ , NW $\frac{1}{4}$   
Section 34: All

OIL CONSERVATION DIVISION  
CASE NUMBER  
EXHIBIT NUMBER 3

3. Land included in lease: State

Total Area 2480 Acres  
T. : R. : Meridian

This lease embraces the area and  
County described in Item 2.  
The rental retained is the rental  
amount shown in Item 4.

(Offeror does not fill in this block)

Total Area

Acres Rental retained \$

4. Amount remitted: Filing fee \$10, Rental \$ 1240.00, Total \$ 1250.00

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born X Naturalized \_\_\_\_\_ Corporation or other legal entity (specify what kind): \_\_\_\_\_

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 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. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

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 this 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 19th day of June, 19 63

M. R. Thornton  
(Lessee signature)

\_\_\_\_\_  
(Lessee signature)

\_\_\_\_\_  
(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

AUG 1 - 1963

By Howard M. Grotberg  
(Signing officer)

Mineral Adjudication Section  
(Title)

(Date)

Effective date of lease \_\_\_\_\_

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

18 U. S. C. sec. 1001 makes it 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.



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.

*M. R. Hariton*

Signature of Offeror or Lessee