

KELLAHIN AND FOX

File 2553

JASON W. KELLAHIN
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SANTA FE, NEW MEXICO

YUCCA 3-9396
YUCCA 2-2991

March 20, 1961

Oil Conservation Commission
P. O. Box 871
Santa Fe, New Mexico

Re: G. E. Reagin - Application for permit for
construction of a treating plant.

Gentlemen:

Enclosed find application of G. E. Reagin, in triplicate,
for filing with the commission. It would be appreciated
if this case could be set for hearing on April 19, 1961.

Very truly yours,

Jason W. Kellahin

JASON W. KELLAHIN

jwk:mas
enclosures 3

[Handwritten scribbles]

OPTION TO LEASE

AGREEMENT MADE this 12th day of April, A. D., 1961, between TOMMIE LOU COOPER, JIMMIE T. COOPER and BETTY P. COOPER, Husband and Wife, and DELBERT DALE COOPER and BETTY R. COOPER, Husband and Wife, all of Monument, New Mexico, hereinafter called the lessors, and GEORGE E. REAGIN d/b/a REAGIN TRUCKING COMPANY, of Cushing, Oklahoma, hereinafter called the lessee.

IT IS HEREBY AGREED BETWEEN THE LESSORS AND THE LESSEE AS FOLLOWS:

I.

In consideration of \$ 10.00, now paid by the lessee to the lessors, the receipt whereof is hereby acknowledged, the lessee shall have the option to take a lease of the premises in Lea County, New Mexico, described as follows:

A tract of land commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of SECTION 8, TOWNSHIP 20 SOUTH, RANGE 37 EAST,
thence West 660 feet; thence South 330 feet;
thence East 660 feet; thence North 330 feet
to the point of beginning,

for a term of one (1) year, at the yearly rental of one thousand, two hundred dollars (\$1,200.00), payable in monthly installments of one hundred dollars (\$100.00) each in advance, which lease shall be renewable each year for an additional term of one (1) year upon the lessee's continuance of payment of rent.

II.

Such option shall be exercised by notice in writing by the lessee to the lessors at any time within sixty (60) days from date hereof, and if and when so exercised, then the lessors shall

grant and the lessee shall accept a lease of the said premises for said term, which shall commence from the date of exercise of the option at the foregoing specified rent.

III.

The lease shall be in a standard form of ground lease, but shall not include the privilege or right of drilling water wells or appropriating water from the leased lands or any lands adjacent thereto belonging to the lessors, and shall provide that the lessee, at the expiration of such lease or any renewal thereof shall be privileged to remove from the premises all equipment installed thereon and shall be required to restore the land in the same condition as at the commencement of the lease.

IV.

In the event the option is exercised the lessors shall cause the lease to be prepared and duly executed whenever required by the lessee after the date of the exercise of the option.

IN WITNESS WHEREOF, We hereunto set our hands this the day and year first above written.

Tommie Lou Cooper
TOMMIE LOU COOPER

Jimmie T. Cooper
JIMMIE T. COOPER

Betty P. Cooper
BETTY P. COOPER

Deibert Dale Cooper
DEIBERT DALE COOPER

Betty R. Cooper
BETTY R. COOPER

W. F. Reagin
GEORGE E. REAGIN a/b/a
REAGIN TRUCKING COMPANY
BY W. A. REAGIN, MGR.

