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JUN 5 - 1964

O. C. C.  
ARTESIA, OFFICE

AGREEMENT AFFECTING WATER WELL

STATE OF NEW MEXICO

|

COUNTY OF CHAVES

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WHEREAS, Gulf Oil Corporation, hereinafter referred to as "Gulf", by virtue of an oil and gas lease known as its Federal Hanson Lease (NM-057102-A) has drilled an oil and gas well in the NW/4 SW/4 of Section 28, Township 19 South, Range 18 East, N.M.P.M., Chaves County, New Mexico; and

WHEREAS, said well, being a dry hole, has been plugged back by Gulf to a depth of 1,000 feet, more or less; and

WHEREAS, J. P. Cauhope, Jr. has represented that he is the present owner of the surface and all surface rights in the NW/4 SW/4 of Section 28 and has expressed a desire to take over and operate the said well in its present condition as a water well after performing such further work thereon as may be necessary and has expressly agreed to obtain any and all water rights, permits, rights of way and other consents necessary to operate said water well, and has in addition agreed to assume all liability for plugging said well when the same can be or is no longer used, holding Gulf harmless from any liability or damage whatever resulting from failure to properly plug or arising in any other way from the permission to take over and use said water well given herein by Gulf to the said J. P. Cauhope, Jr.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged and confessed, Gulf Oil Corporation hereby grants, sells, sets over and assigns unto J. P. Cauhope, Jr., insofar only as it is able to grant, sell, set over and assign, all its interest in that well drilled by Gulf situated in the NW/4 SW/4 of Section 28, Township 19 South, Range 18 East, N.M.P.M., Chaves County, New Mexico.

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ARTERIA, OFFICE

It is expressly covenanted and agreed by J. P. Cauhope, Jr.

as follows:

- (1) That he has agreed to obtain at his own cost, risk and expense any and all water rights, permits, rights of way and other consents necessary to complete and operate said water well for the purposes intended by the said J. P. Cauhope, Jr.;
- (2) That he has assumed full liability to properly plug and abandon said water well when the same can be or is no longer used as a water well;
- (3) That he expressly agrees to hold Gulf harmless from any liability or damage whatever resulting from failure to properly plug, or arising in any other way from the permission to take over and use said water well given herein by Gulf to the said J. P. Cauhope, Jr.

This agreement shall be binding on the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24 day of March, 1964.

GULF OIL CORPORATION

ATTIES:

Assistant Secretary

By

W. B. Hopkins  
Attorney-in-Fact

J. P. Cauhope, Jr.

STATE OF NEW MEXICO

COUNTY OF CHAVES

The foregoing instrument was acknowledged before me this 24 day of March, 1964, by W. B. HOPKINS Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

Notary Public

My Commission Expires:  
My Commission Expires August 25, 1966

STATE OF NEW MEXICO

COUNTY OF Chaves

The foregoing instrument was acknowledged before me this 24 day of March, 1964, by J. P. CAUHOPE, JR.

Notary Public

My Commission Expires:

My Commission Expires August 25, 1967