

B3593H

Oil Conservation Commission
Smith & Marrs
Case 13061 de novo
Exhibit 4

such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

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

J. T. Lanehart

STATE OF NEW MEXICO,

COUNTY OF GRANT

On this 1st day of December, 1944, before me personally appeared J. T. Lanehart to be known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal the day and year last above written.

(Notarial Seal)

Dorothea Cowan, Notary Public

My commission expires June 29, 1948.

Postoffice Silver City, N.M.

STATE OF NEW MEXICO)
)SS
COUNTY OF LEA)

FILED FOR RECORD JAN 10 1945 at 2 o'clock P. M.

(OFFICIAL SEAL)

*****COM. MS. RS.*****
#26829

EVA TATUM, COUNTY CLERK

MS

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 9th day of October 1944, between Elydia C. Stephens Winters, a widow whose husband is deceased, Jal New Mexico Lessor (whether one or more) whose address is Jal New Mexico and Reese Cleveland of Midland, Texas Lessee, WITNESSETH:

1. Lessor in consideration of Ten and no/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Lea County, New Mexico, to-wit:

The SE/4, Lots 3 and 4, and E/2 SW/4 of Section 7; and Lots 1 and 2, E/2 of NW/4, S/2 of NE/4 of Section 18, in Twp 25 South, Rge 37 East, N.M.P.M.

\$2.75 USIR stamps attached and cancelled JRC

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 560 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other produce therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; while there is a gas well on this lease but gas is not being

in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet or and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee as its option may discharge any tax, mortgage or other lien upon said land, either in

#51,609-B
FORM T 822-B (PRODUCERS) (OKLAHOMA)

OIL AND GAS LEASE

7012

AGREEMENT, Made and entered into this 28th day of November, 1947
by and between Elydia C. Stephens Winters, a widow,

Party of the first part, hereinafter called lessor (whether one or more) and
Gulf Oil Corporation Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One and more ----- DOLLARS
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee
and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during
the same time, by making his own connections with the well at his own risk and expense.
for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures
thereon to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situate in the
County of Lea, State of New Mexico, described as follows, to-wit:

North-half (N/2) of the Northeast quarter (NE/4)

of Section 18 Township 25 South Range 37 East and containing 80 ----- acres, more or less.

It is agreed that this lease shall remain in force for a term ending January 25, 1953 and as long thereafter as oil or gas,
or either of them, is produced 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 of cost, in the pipe line to which he may connect his wells, the equal of one-eighth (1/8) part
of all oil produced and saved from the leased premises.

Second. To pay lessor for gas from each well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing
market rate, for all gas used off the premises, said payment to be made monthly
and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during
the same time, by making his own connections with the well at his own risk and expense.

Third. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or
dry commercial gas, one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas during which time such gas shall be used,
said payment to be made monthly

If no well be commenced on said land on or before the 25th day of January, 1949, this lease shall terminate
as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the

First National Bank at Midland, Texas,

or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part
thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of
Eighty and No/100 ----- DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date.
In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of
months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the
privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and
any and all other rights conferred.

Should any well drilled on the land above described be a dry hole or cease to produce and there are no other producing well or wells on the
land or drilling operations are not being conducted thereon, then and in that event if a well is not commenced before the next rental paying
date this lease shall terminate as to both parties, unless the lessee on or before the next rental paying date shall resume the payment of rentals
in the same amount and in the same manner as hereinbefore provided, and it is agreed upon the resumption of the payment of rentals, as above
provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there
had been no interruption in the rental payment.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and
rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However,
such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any revision having occurred to cover
the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of
lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said lands.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove
casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such
well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall
continue and be in force with like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof
shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals
or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a certified copy
thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or
assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such de-
fault shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee
thereof shall make due payment of said rentals. An assignment of this lease, in whole or in part, shall as to the extent of such assignment relieve
and discharge the lessee of all obligations hereunder.

Compliance with any now or hereafter existing act, bill or statute purporting to be enacted by any Federal or State legislative authority, or
with orders, judgments, decrees, rules, regulations made or promulgated by State or Federal courts, State or Federal officers, boards, commissions
or committees purporting to be made under authority of any such act, bill or statute, shall not constitute a violation of any of the terms of this
lease or be considered a breach of any clause, obligation, covenant, undertaking, condition or stipulation contained herein, nor shall it be or
constitute a cause for the termination, forfeiture, revision or revesting of any estate or interest herein and hereby created and set out, nor shall
any such compliance confer any right of entry or become the basis of any action for damages or suit for the forfeiture or cancellation hereof;
and while any such purpose to be in force and effect they shall, when complied with by lessee or assigns, to the extent of such compliance op-
erate as modifications of the terms and conditions of this lease where inconsistent therewith.

Lessee may at any time surrender this lease, in whole or in part, by delivering or mailing a release to the lessor, or by placing a release of
record in the proper county.

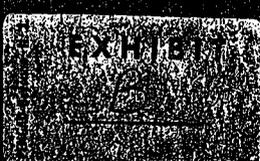
Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time
to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor,
and be subrogated to the rights of the holder thereof.

IN WITNESS WHEREOF, We sign the day and year first above written.

Elydia C. Stephens Winters (SEAL)



GULF OIL CORPORATION (SEAL)
Rush Greenleaf (SEAL)



RECORDER'S MEMORANDUM

This page is an exact duplication from the original record book.

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646

STATE OF New Mexico } SS. NEW MEXICO
COUNTY OF Lea } OKLAHOMA FORM ACKNOWLEDGMENT - Individual

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of November, 1947, personally appeared Elydia C. Stephens Winters, a widow and she to me known to be the identical person who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires Feb. 8 - 1951 Fang H. Howard Notary Public

STATE OF _____ } SS. OKLAHOMA FORM ACKNOWLEDGMENT - Corporation
COUNTY OF _____ }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof _____ to the foregoing instrument as its _____ President, and acknowledged to me that he executed it as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS MY HAND AND SEAL, the day and year last above written.
My Commission Expires _____ Notary Public

STATE OF _____ } SS. KANSAS FORM ACKNOWLEDGMENT - Corporation
COUNTY OF _____ }

BEFORE ME, the undersigned, a Notary Public within and for the County and State aforesaid, on this the _____ day of _____, 19____, personally came _____ President of the _____ a corporation, personally known to me as being the identical person whose name is affixed to the foregoing instrument as _____ President of said corporation, and on behalf of said corporation acknowledged said instrument to be the act of said corporation, and to be its free and voluntary act and deed, and that he voluntarily affixed thereto the corporate seal of said corporation and caused the same to be attested by the _____ Secretary of said corporation, and that the said instrument was so executed by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this the day and year last above written.
My Commission Expires _____ Notary Public

OIL AND GAS LEASE

7012

50

TO _____ FROM _____
Dated _____ 19____
Loc _____ Block _____ Addition _____
Section _____ Township _____ Range _____
Country _____
No. of acres _____ Term _____
STATE OF NEW MEXICO
COUNTY OF LEA } SS.
This instrument was filed for record on the 24 day of Nov, 1947, at 8:45 o'clock P.M. and duly recorded in Book _____ Page _____ of the records of this office.
Burton J. Howard
County Clerk - Register of Deeds
By _____ Deputy
When Recorded OIL CORPORATION
Return to _____
PUSA-2
LAND DEPARTMENT, OKLAHOMA

NOTE: When this instrument is executed by a person who cannot write his name, he shall execute the same by his mark, and his name shall be written near such mark by one of two persons who saw such mark made, who shall write their names on such instrument as witnesses.

STATE OF _____ } SS. FORM ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK
COUNTY OF _____ } Oklahoma-Kansas

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument of writing, by mark, in the presence of _____ and _____ as witnesses, and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires _____ Notary Public