

$\underline{\underline{A}} \ \underline{\underline{G}} \ \underline{\underline{R}} \ \underline{\underline{E}} \ \underline{\underline{E}} \ \underline{\underline{M}} \ \underline{\underline{E}} \ \underline{\underline{N}} \ \underline{\underline{T}}$

KNOW ALL MEN BY THESE PRESENTS:

That this agreement, entered into by and among C. H. SWEET, and his wife, IMO E. SWEET; J. HIRAM MOORE and his wife, BETTY JANE MOORE; MORRIS R. ANTWEIL and his wife, ROSE S. ANTWEIL, all of Hobbs, Lea County, New Mexico, WITNESSETH:-

That all of the parties to this agreement are equal owners in the following described oil and gas leases, to-wit:

- (1) Oil, Gas and Mining Lease, dated February 20, 1942, executed by W. T. Trickey and wife, Flora D. Trickey, as lessors, in favor of Tidewater Associated Oil Company, as lessee, filed for record March 25, 1942 at 4:20 P.M., recorded in Book 44, Page 359, Oil & Gas Lease Records, Lea County, New Mexico and covering the West 25 acres of the NW¹/₄ NE¹/₄ of Section 18, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico;
- (2) Oil, Gas and Mining Lease, dated May 25, 1945, executed by P. H. Stanford and wife, Lucy Stanford, as lessors, in favor of J. H. Moore, as lessee, recorded on June 14, 1945 at 11:20 A.M., Book 56, Page 604, Oil & Gas Lease Records of Lea County, New Mexico, covering 4/13 interest in the East 15 acres of the NWh NEh of Section 18, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico; said lease expressly granting to lessee the right to pool or combine his lease with other leases for development purposes and operation;
- (3) Oil, Gas and Mining Lease, dated May 25, 1945 and executed by Walter Trickey and Wife, Flora D. Trickey, as lessors, in favor of J. H. Moore, as lessee, recorded June 14, 1945 at 11:20 A.M., Book 56, Page 607, Oil & Gas Lease Records, Lea County, New Mexico, covering an undivided 9/13 interest in the East 15 acres of the NW NE NE of Section 18, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico, said lease expressly granting to lessee the right to pool or combine his lease with other leases for development purposes and operation.

That the three above-described leases cover in part a legal forty acre sub-division, being the $NW_{\frac{1}{4}}^{\frac{1}{4}}$ NE $_{\frac{1}{4}}^{\frac{1}{4}}$ of Section 18, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico.

That under Rule 104, adopted by the Oil Conservation Commission of the State of New Mexico, the well spacing authorized

by said Commission is confined to forty acre tracts insofar as same is practicable.

That the undersigned, the present owners of the working interest covered by the above-described leases, have pooled the West 25 acres of the NW_{4}^{1} NE_{4}^{1} of Section 18, together with the East 15 acres of the NW_{4}^{1} NE_{4}^{1} of Section 18, all in Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico, in order to establish and create one full drilling unit on said tract so that any well drilled on said tract will be entitled to a full allowable, as defined under the rules of the Oil Conservation Commission of the State of New Mexico.

NOW, THEREFORE, we, the undersigned, owning all of the working interest under the above-described oil and gas leases, for and in consideration of the mutual benefits to be derived by the execution of this pooling agreement, and in order to operate the well to be drilled upon said forty acre pooled unit as a full drilling unit, do hereby agree, each with the other, that for the purpose of exploration and production of oil and gas that may be produced from the abovedescribed forty acre sub-division covered by the leases hereinabove described to pool all property covered by said oil and gas leases into one drilling unit, to-wit: $NW_{h}^{\frac{1}{h}}$ $NE_{h}^{\frac{1}{h}}$ of Section 18, Township 20 South, Range 38 East, and provide that all oil and gas produced from any well or wells located upon said forty acre sub-division shall be divided and apportioned to each lease as each lease relates to the entire forty acre sub-division, subject to reserved overriding royalties in favor of the Tidewater Associated Oil Company and J. Hiram Moore, and subject to approval of the Oil Conservation Commission of the State of New Mexico, and subject to approval of a unitization agreement to be executed by all royalty owners under all of said leases above-described.

\mathcal{L}
IN WITNESS WHEREOF, our hands this the 10^{-1}
day of June, A.D., 1952.
C. H. Sweet
Ino E Sweet
INO E. Sweet
J. Hiram Moore
J. Hiram Moore
Betly Jone moore
Betty Jane Moore
moner Klestines
Morris R Antweil
Some s. Intweil
Rosé S. Antweil
STATEOF NEW MEXICO) COUNTY OF LEA)SS.
On this the 17^{-} day of June, A.D., 1952, before
the undersigned authority in and for said county and state,

the undersigned authority in and for said county and state, personally appeared C. H. SWEET and his wife, IMO E. SWEET;

J. HIRAM MOORE and his wife, BETTY JANE MOORE; MORRIS R.

ANTWEIL and his wife, ROSE S. ANTWEIL, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Welliam R Hollis
NOTARY PUBLIC

My Commission Expires:

4-30-54

$\underline{\underline{A}} \ \underline{\underline{G}} \ \underline{\underline{R}} \ \underline{\underline{E}} \ \underline{\underline{E}} \ \underline{\underline{H}} \ \underline{\underline{E}} \ \underline{\underline{N}} \ \underline{\underline{T}}$

KNOW ALL MEN BY THESE PRESENTS:

That this agreement, entered into by and among C. H. SWEET, and his wife, IMO E. SWEET; J. HIRAM MOORE and his wife, BETTY JANE MOORE; MORRIS R. ANTWEIL and his wife, ROSE S. ANTWEIL, all of Hobbs, Lea County, New Mexico, WITNESSETH:-

That all of the parties to this agreement are equal owners in the following described oil and gas leases, to-wit:

- (1) Oil, Gas and Mining Lease, dated February 20, 1942, executed by W. T. Trickey and wife, Flora D. Trickey, as lessors, in favor of Tidewater Associated Oil Company, as lessee, filed for record March 25, 1942 at 4:20 P.M., recorded in Book 44, Page 359, Oil & Gas Lease Records, Lea County, New Mexico, and covering the West 25 acres of the SW SEL of Section 7, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico;
- (2) Oil, gas and Mining Lease, dated January 24, 1952, executed by C. H. Kyte and wife, Mariee I. Kyte and Betty M. Dressen and husband, Edward P. Dressen, as lessors, in favor of C. H. Sweet, Morris R. Antweil and J. Hiram Moore, recorded February 7, 1952 at 8:55 A.M., in Book 97, Page 486, Oil & Gas Lease Records, Lea County, New Mexico, covering the East 15 acres of the SW SE Section 7, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico, down to a total depth of 4,000 feet below the surface;

That the two above-described leases cover in part a legal forty acre sub-division, being the SW_{ij}^{1} SE_{ij}^{1} of Section 7, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico.

That under Rule 104, adopted by the Oil Conservation Commission of the State of New Mexico, the well spacing authorized by said Commission is confined to forty acre tracts insofar as same is practicable.

That the undersigned, the present owners of the working interest covered by the above-described leases, have pooled the West 25 acres of the SW_{4}^{1} SE_{4}^{1} of Section 7 and the East 15 acres of the SW_{4}^{1} SE_{4}^{1} of Section 7, all in Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico, in order to establish and create one full drilling unit on said tract so

that any well drilled on said tract will be entitled to a full allowable, as defined under the rules of the Oil Conservation Commission of the State of New Mexico.

NOW, THEREFORE, we, the undersigned, owning all of the working interest under the above-described oil and gas leases, for and in consideration of the mutual benefits to be derived by the execution of this pooling agreement, and in order to operate the well to be drilled upon said forty acre pooled unit as a full drilling unit, do hereby agree, each with the other, that for the purpose of exploration and production of oil and gas that may be produced from the above-described forty acre sub-division covered by the leases hereinabove described to pool all property covered by said oil and gas leases into one drilling unit, to-wit: $SW_{\frac{1}{2}}^{\frac{1}{2}} SE_{\frac{1}{2}}^{\frac{1}{2}}$ of Section 7, Township 20 South, Range 38 East, N.M.P.M., Lea County, New Mexico, and provide that all oil and gas produced from any well or wells located upon said forty acre sub-division shall be divided and apportioned to each lease as each lease relates to the entire forty acre sub-division, subject to reserved overriding royalties in favor of the Tidewater Associated Oil Company and C. H. Kyte and wife, Mariee I. Kyte, and Betty M. Dressen and husband, Edward T. Dressen, and subject to approval of the Oil Conservation Commission of the State of New Mexico, and subject to approval of a unitization agreement to be executed by all royalty owners under all of said leases above-described.

IN WITNESS WHEREOF, our hands this the 30 day of June, A.D., 1952.

STATE OF NEW MEXICO)
COUNTY OF LEA

IN WITNESS WHEREOF, I have hereunto set my hand and afflixed my official seal the day and year in this certificate above written.

William R. Hollis
NOTARY PUBLIC

My Commission Expires:

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OIL AND GAS LEASE

15876

19...42 20**t**h February. AGREEMENT, Made and entered into this...... day of...... by and between P. H. STANFORD and LUCY STANFORD (Husband and wife)

......hereinafter called lessor (whether one or more), and

TIDE WATER ASSOCIATED OIL COMPANY

....., hereinafter called lessee. WITNESSETH, That the said lessor, for and in consideration of

--TEN and NO/100--

State of NEW MEXICO

DUCKALLIAN

cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole purpose of mining and operating for oil, and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract

of land situated in the County of IEA.

The southeast quarter of the southwest quarter of section 7 and

The northeast quarter of the northwest quarter

of Section 18, Township 20 S, Range 38 East, N. M. P. Meridian, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil and gas, or either of them, is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

2nd. To pay lessor one-eighth (%) of the net proceeds derived from the sale of the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (%), payable monthly at the prevailing market price for the gas so used; and lessor to have gas free from cost from any such wells for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connection with the well at his own risk and expense.

3rd. To pay lessor one-eighth (%) of the net proceeds derived from the sale of gas produced from any oil well and used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (%), payable monthly at the prevailing market price for the gas so used for the time during which such gas shall be used.

If no well be commenced on said land on or before the 20th day of February 19 43, 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 UNION NATIONAL Bank at LAREDO, TEXAS or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

--FORTY and NO/100--

which shall operate as a rental and cover the privileges of deferring the commencement of a well for twelve months from said date. In like manner and upon like payment 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 the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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.

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

When requested by lessor, lessee shall bury its 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 his operations to growing crops on said land.

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 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 and assigns; but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or to 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 default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, 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.

It is expressly stipulated by the lessors that a one-thirty second part of all the oil and gas that may be produced from the above described land in operations under this lease shall be delivered free of cost by the lessee to F. R. Warn and his assigns as provided in that certain royalty deed executed by the lessors to the said F. R. Warn and which appears of record in Volume 13 at page 309 of the deed records of Lea County, New Mexico. The said proportion of production thus delivered or paid to the said F. R. Warn and his assigns shall be deducted from the royalties provided herein to be paid to the lessors.

thereof witness our hands the day and year first above written.

		OI	L AND G	AS LEA	ISE	i	DDCLM	•
	1587 AGREEMENT, M	(S) [ade and entered into this	20 t h	ds	ay of	February	2	1942
		P. H. STANFOR					plane.	***************
	· ·			herei	nafter called	l lessor (whet	her one or m	ore). and
13	TIDE W	MTT ASSOCIATED OI						,
		, hereinafter	called lessee. WIT and NO/100					

pash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, lessed and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole purpose of mining and operating for oil, and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of LEA State of NEW MEXICO described as follows, to-wit:

The southeast quarter of the southwest quarter of section 7 and

The northeast quarter of the northwest quarter

of Section 18 , Township 20 S, Range 38 East , N. M. P. Meridian, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil and gas, or either of them, is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:

2nd. To pay lessor one-eighth (½) of the net proceeds derived from the sale of the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (½), payable monthly at the prevailing market price for the gas so used; and lessor to have gas free from cost from any such wells for all stove and inside lights in the principal dwelling house on said land during the same time by making his own connection with the well at his own risk and expense.

3rd. To pay lessor one-eighth (%) of the net proceeds derived from the sale of gas produced from any oil well and used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (%), payable monthly at the prevailing market price for the gas so used for the time during which such gas shall be used.

February If no well be commenced on said land on or before the 20th .day of.. , 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

UNION NATIONAL Bank at LAREDO, TEXAS or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

-FORTY and NO/100--

which shall operate as a rental and cover the privileges of deferring the commencement of a well for twelve months from said date. In like manner and upon like payment 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 the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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.

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

When requested by lessor, lessee shall bury its 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 his operations to growing crops on said land.

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 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 and assigns; but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or to 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 default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said sental. shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, 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.

It is expressly stipulated by the lessors that a one-thirty second part of all the oil and gas that may be produced from the above described land in operations under this lease shall be delivered free of cost by the lessee to F. R. Warn and his assigns as provided in that certain royalty deed executed by the lessors to the said F. R. Warn and which appears of record in Volume 13 at page 309 of the deed records of Lea County, New Mexico. The said proportion of production thus delivered or paid to the said F. R. Warn and his assigns shall be deducted from the royalties provided herein to be paid to the lessors.

Thereof witness our hands the day and year first about

All express or implied covenants of this lease shall be subject to all Federal and State laws and to all executive orders, rules or regulations of State and Federal authorities, and this lease shall not be terminated, in whole or in part, nor lessee held liable for any failure to perform thereunder if such performance is prevented by or such failure is the result of any such law, order, rule or regulation.

This rider is attached to and a part of an oil and gas lease dated February 20, 1942

between P. H. Stanford and Lucy Stanford , as lessors, and Tide Water Associated Oil Company as lessee. (Husband and wife)

25-1

ACKNOWLEDGMENT TO THE LEASE

	STATE OF MEXICAN, TEXAS	٠٠٠ . _{''}
	County of BB.	
4	On this the 4th day of February, 1942, before me personally appeared	
	P. H. STANFORD and LUCY STANFORD (Husband and wife) to me passonally known to be the person	
)	they executed the same as their free act and deed.	
ن ص . د	IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first	,
, 4.	above written.	7
	My Commission expires June 18, 1943 BLANCA LILIA CRUStary Public.	-
	ASSIGNMENT NOTARY PUBLIC, WEBB COUNTY, TEXAS	
	KNOW ALL MEN BY THESE PRESENTS:	
	That of	
	State of the within named grant in consideration of the sum of Dollars, to	
	in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto	
_	heirs and assigns the within grant.	5 -
7	TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless, to the conditions therein contained.	
E ,	IN WITNESS WHEREOF, The said grant	
1.		
	ACKNOWLEDGMENT TO THE ASSIGNMENT	
	STATE OF NEW MEXICO, } ss.	
	County of	
	On this the personally appeared	
	to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged	
	that executed the same as free act and deed.	
	IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.	
	My Commission expires	
	OIL AND GAS LEASE ON TOWNSHIP RANGE OF THE OF NEW MEXICO, It was of said County. New Washing the county of the county. The object of the this instrument was filed to ook the said County. The object of the object of the said County.	ES
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	LEASE LEASE LEASE 19. 19. 19. 19. 38. \$ ss. \$ count was da da da Dounty Clerk.	COMPANIES TEXAS
n	S LEASE , Range , Range , Range , Range , Range , Ss. , Range , Rang	_
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1	STATE OF)	
	COUNTY OF	
	On this	
	before me personally appeared	
	to me personally known who being by me duly sworn, did say that he is the	
	instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said cor-	
	noration by authority of its Board of Directors, and said	
	acknowledged said instrument to be the free act and deed of said corporation.	
	IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year last above written.	
	η	
	My commission expires	

OIL AND GAS LEASE

by and between		24th	day ofUB.	nuary, A.D.		<u>52.</u>
husband. El	. H. KYTE and	d wife, MA	RIEE I. KY	TE. and BETT	Y M. DRESSEN an	<u>d</u>
	DWARD T. DRESS	SEN,				
			Party of the	first part, bereinafter ca	lled lessor (whether one or more) and
C. H. SWEE	r. MORRIS R.	NTWEIL an		/MOURE	cond part, hereinafter called i	
WITNESSETH, That th	e said lessor, for and in ea	ensideration of TE	N AND NO/1	00 (\$10.00)-	DOLI	LARS
and performed, has gran	ited, demised, leased, and let	and by these presen	ts does grant, demise,	lease and let unto the said	n the part of lesses to be paid, I lesses, for the sole and only pu on to produce, save and take on	rpose
	ertain tract of land situate acres of the		Lea of Section	-	Mexico, described as follows, to 20 South, Rang	
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•	•			_	oyalty 1/16th o	
			•	•	duced at a deption of described land	
free and c	Lear of all de	evelopment	and opera	ting expenses	a. CONVEYING TO	
ABOVE DESCRI	E LESSEES AN T RIB ED LAND.	JNDIV IDED	ONE_THIRD	INTEREST IN	AND TO THE	
XKXXX	XIX-XIX		X		15 seres, mere or	less.
duced from said land b	this lease shall remain in fo y the lessee. of the premises the said les	one	year	d as long thereafter as o	d or gas, or either of them is	pro-
	to the credit of lessor, free		•	connect his wells, the eq	ual of one eighth (1/8) part of a	all oil
Second. To pay	lessor for gas from each wei				occeds at the prevailing market well for all stoves and all inside	
in the principal dwelling	house on said land during	the same time by ma	king his own connecti	ons with the well at his o	wn risk and expense.	_
					using-head gasoline or dry common be used, said payments to be	
	nmenced on said land on or nate as to both parties,			February,		52. XMX
XXXX	CALARAY OF THE VOLVEN OF THE BAT W	PROPERTY OF TANKEN THE TRANSPORT	State			
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above written.

My Commission expires.....

AMEDIDMENT TO OIL AND GAS LEASE

whereas, on the 20th day of February, 1942, W. Trickey and wife, Flora D. Trickey, as lessor, executed an oil and gas lesse to Tide Water Associated Oil Company, as lessee, covering the following described lands in Lea County, New Mexico:

West 25 acres of the Southwest quarter (SW\(\frac{1}{2}\)) of the Southeast quarter (SE\(\frac{1}{2}\)) of Section 7 and the West 25 acres of the Northwest quarter (NW\(\frac{1}{2}\)) of the Northeast quarter (NE\(\frac{1}{2}\)) of Section 18, all in Township 20 South, Range 38 East, NMPM;

said lease being recorded in Book 44, Page 359, of the Records of Lea County, New Mexico, to which lease and the record there-of reference is hereby made for all purposes; and

WHEREAS, the said lease is now in force and effect and is being held by production; and

WHEREAS, it is the desire of the undersigned to amend the said lease so as to include within its terms pooling provisions.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other valuable considerations paid by Tide Water Associated Oil Company, the receipt of which is hereby acknowledged, we, the undersigned, do hereby amend the above oil and gas lease so that the same shall contain the following provisions:

"Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof, as to oil and gas, or wither of them, with other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said leased premises in compliance with the spacing rules of the Mineral Board of New Mexico, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas from said premises. Units pooled for oil hereunder shall not substantially exceed 40 seres in area, and units pooled for gas hereunder shall not substantially exceed in area 160 acres, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease, or any portion thereof as

above provided, as to oil in any one or more strate and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata and oil units meed not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lesse or portions thereof into other units. Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage. The entire acreage so peoled into a tract or unit shall be treated for all purposes except the payment of royalties as if it were included in this lease, and drilling or reworking operations thereon and production of oil and gas, or either of them, from any stratum or strata so pooled shall be considered for all purposes except the payment of royalties as if the operations were on and production were from the land, covered by this lease, whether or not the well or wells be located on the premises covered by this lease. In lieu of the royalties elsewhere herein specified, Lesser shall reecive, on pooled production from a stratum or strata unitised under the provisions hereof, only such portion of the royalties stipulated herein as the amount of the acreage (surface acres) covered by this lease and included in the unit as to the unitized stratum or strata, or lessor's royalty interest therein on an acrosse basis, bears to the total acrosse (surface acres) so pooled in the particular unit involved.

Nothing herein contained shall be construed as altering, amending or impairing any of the terms and provisions of such lease except as specifically amended hereby, but all of the other terms and provisions of the lease shall apply to and be construed with the hereby smended terms and provisions of the lease in the same manner as if such lease had been originally written as now amended.

This amendment may be executed in any number of counterparts and each such counterpart so executed shall mave the same force and effect as an original instrument and as if all of the parties had signed the same document. It is further understood and agreed that notwithstanding all of the undersigned do not execute this agreement or a counterpart thereof, this amendment shall still be binding upon those who do execute the same, and their heirs and assigns.

> EXECUTED this the 17 day of July, 1952. Walter Friesley Flora D. Trickey

4815

My commission expires

11the way	į
Frank Haynes, Guardian of	
James R. Haynes, N. C. M., and Frank Haynes	
Margaret Wiggins	
Mrs. Lela A. Gladish	
Mrs Ella B. Gladish	
Frank E. Foulk	
J. L. Weod	
J. L. Weod	
C. D. Calkins	
P. A. Greening	
W. J. Hoene	
Afomelle	
B. L. McGee	
Don R. Sturgeon	
Sertrude toen	
The Marie Marie	
Vera H. Hugres	
Laure H. M. Gee	•

•	STATE OF	TEXAS			•
	COUNTY OF	IL TASC .			
		On this 15th day o	f <u>July</u>	A.	r., 19 <u>52</u> ,
	before me	personally appeared	W. J. Ho	ene and Gertru	de Hoene - His Wife
	to me pers	sonally known to be	the person	n _s describe	ed in and
	who execut	ted the foregoing in	strument,	and acknowle	edged that
ζ.	they	executed the same	as their	free act	and deed.
\$ 2		IN WITNESS WHEREOF,	I have he	ereunto set i	my hand and
	official s	seal on the day and	year in th	nis certifica	ate first
	above wri	tten.			
		sion expires June 1,	1953	Joyce Armstr 2309 Washing El Paso, Tex	ton Ave.
		OF <u>California</u> San Bernerdino			
	COUNTY OF		e Tu	1 v	n 10 52
	hafana ma	On this the 16th da personally appeared		ly A	
	before me	his wife,			a mada nou,
	to me ner	sonally known to be	the person	n ^S describ	ed in and
		ted the foregoing in			
		xecuted the same as			
		IN WITNESS WHEREOF,			
	official	seal on the day and	year in t	his certific	ate first
	above wri	tten.		,	14
	My commis	ston expires 34/3//	125° _ 1	20 de du Rentte	tary Public dut
	THE STATE	المساورة المساولة والمراجع والمراجع والمساورة	-	()	
	COUNTY OF	Shawnee	•		
		On this the 19th da	y of	July	A. D., 19_52
Hayr	before me	personally appeared	individue	lly and Vers	H. Haynes, his wife
		sonally known to be			
	executed	the foregoing instru		acknowledge	that they
. ,	executed	the same as	free	act and deed	•
		IN WITNESS WHEREOF,	I have h	ereunto set	my hand and
A. N. Carrie	official	seal on the day and	year in t	his certific	ate first
	above wri	tten. sion expires <u>Aug \</u>	1055	(a R	
17.	Hy, COMMIS	STOIL EXPITES THE	,1400 W	Nota	- -
			, /	7 6 6 7 1	opeka Kans 18 F

	STATE ?	F	Iowa						÷
	COUNTY	of _	Polk		-				
		01	n this	21	day of	July	A. :	r., 19 <u>52</u> ,	,
	status	has :	not ch	anged	since the	Frank E. F acquisiti forms no p	on of the	interest	i,
	to me po	erșoi	nally 1	known 1	to be the	e person	describe	i in and	
	who exe	cuted	the i	forego:	ing instr	rument, and	acknowled	iged that	
	he		execute	ed the	same as	his f	ree act a	nd deed.	
	M	I	NTIW V	ESS WHI	EREOF, I	have hereu	nto set m	y hand and	
	officia.	l sea	al on t	the day	y and yea	or in this	certifica	te first	
	Spore w	ritte	en,						_
*	My comm	issic	on e x pi	lres 🟦	uly 4, 1	72		ary Public Trust Bui 9, Iowa	_ /
	THE STAT	TE OF	· <u> </u>	nois	-				
	COUNTY	of _	Fult	on					
		Or	n this	the <u>22</u>	nd day	of July	Α.	D. 19 <u>52</u> ,	
	before r	me pe	ersonal	lly app	peared _	Don R. Sturge	on and Wil	na C.Sturgeon	١,
	his wife	·							
		exe	cuted 1	the sar	me as th	rument, and	act and de	eed.	
;/ <u>`</u>						have hereu			
				tne day	y and yea	ar in this	certilica	te lirst	
ON IN	above will be above will be above with the minute of the m			ires <u>Ma</u>	rch 15,195	354	East Olive		/
	THE STAT	TE OF	F Geo	rgia					
	CCUNTY	OF _	Ful	ton					
		Or	n this	the 2	_{3rd} day o	of July		A. D., 19 <u>5</u>	2
	before i	me pe	ersonal	lly app	peared _	B. L. McGee a	nd Louise H	. McGee,	_
			his w	ife					_
	to me pe	ersor	nally l	mown 1	to be the	e person s	described	i in and wh	10
	(-		nt, and ack		that they	~
, O	enecute	d the	e same	as	their	free act	and deed.		
is ?	RY A	ı II	WITNI	ess whi	EREOF, I	have hereu	nto set m	hand and	
ับ	oMic Ca	l sea	al on t	the day	y and yea	er in this	certifica	te first	
·	above w			ires	ve 17.193	5 R.	Wes	ugh	_
•						2.52	F. Paces	Ferry Ru	à ,
				_			<u> </u>	A GA	

17 5



	STATE OF IOWA
	COUNTY OF Polk
	On this 21 day of July A. I., 19 52,
	before me personally appeared Frank E. Foulk, whose marital status has not changed since the acquisition of the interest herein mentioned which interest forms no part of his homestead,
	to me personally 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.
	IN WITNESS WHEREOF, I have hereunto set my hand and
	official seal on the day and year in this certificate first
:[f"	bove written.
	My commission expires july 4, 1954 Notary Public 721 Bankers Trust Buildin Des Moines 9, Iowa
	THE STATE OF
	COUNTY OF Fulton
	On this the 22nd day of July A. D. 1952,
	before me personally appeared Don R. Sturgeon and Wilma C.Sturgeon,
	his wife
	to me personally known to be the person g described in and
	who executed the foregoing instrument, and acknowledged that
	they executed the same as their free act and deed.
	IN WITNESS WHEREOF, I have hereunto set my hand and
.	official seal on the day and year in this certificate first
•	above written.
N. S. W.	My commission expires March 15,1954 Novary Public 354 East Olive Street CANTON, ILLINOIS.
	THE STATE OF Georgia
	CCUNTY OF Fulton
	On this the 23rd day of July A. D., 19 52
	before me personally appeared B. L. McGee and Louise H. McGee,
	his wife
	to me personally known to be the person s described in and who
• •	executed the foregoing instrument, and acknowledged that they
0	executed the same as their free act and deed.
· ·	IN WITNESS WHEREOF, I have hereunto set my hand and
•	official seal on the day and year in this certificate first
V	above written.
· /	My commission expires Suc 17/955 Notary Public
	252 E. Paces Ferry Rd
. 3464	ATIANTA, GA

John W. Greening	ing
	_

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STATE OF	
COUNTY OF Num	
	ay of α A. Γ ., $195V$,
before me personally appear	ared John & Hunny
	
to me personally known to	be the person described in and
who executed the foregoing	g instrument, and acknowledged that
executed the sa	ame as hir free act and deed.
IN WITNESS WHERE	EOF, I have hereunto set my hand and
official seal on the day a	and year in this certificate first
above written.	
My commission expires 9 .	27-52 Wunght Hether
THE STATE OF	
COUNTY OF	
On this the	A. D. 19,
before me personally appea	ared
to me personally known to	be the person described in and
who executed the foregoin	g instrument, and acknowledged that
executed the same	as free act and deed.
IN WITNESS WHER	EOF, I have hereunto set my hand and
official seal on the day	and year in this certificate first
above written.	State of New Mexica:
My commission expires	
	AUG 6 1952
THE STATE OF	and Recorded in Book
COUNTY OF	day Bor Deputy A. D., 19
before me personally appe	ared
to me personally known to	be the person described in and who
executed the foregoing in	strument, and acknowledged
executed the same as	free act and deed.
	EOF, I have hereunto set my hand and
	and year in this certificate first
above written.	
My commission expires	

and Frank Haynes	•
Margaret Viggins	
Rrs. Leis A. Gladish	
RPS. Ella B. Gladish	
Frank E. Foulk	
J. L. Wood	
C. D. Calkins	
A. Greening	
W. J. Hoene	
S. L. Nesee	
Horence M Fore	lk

Frank Raynes, Suardlan

202

Frank Haynes, Guardian of James R. Haynes, N. C. M., and Frank Haynes
Margaret Wiggins
Mrs. Lela A. Gladish
Mrs. Ella B. Gladish
Frank E. Foulk
J. L. Wood
C. D. Calkins
F. A. Greening
W. J. Hoene B. L. McGee
Don R. Sturgeon
Meita Calkins

STATE OF Garage
COUNTY OF Van Verye
On this 15 day of (6 acces A. D., 1952,
before me personally appeared Muth (a. hin)
to me personally known to be the person described in and
who executed the foregoing instrument, and acknowledged that
executed the same as 100 free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and
official seal on the day and year in this certificate first;
above written.
My Commission Expires Mar. 28, 1955 My commission expires Notary Public
THE STATE OF
COUNTY OF
On this theday ofA. D. 19,
before me personally appeared
to me personally known to be the person described in and
who executed the foregoing instrument, and acknowledged that
executed the same as free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and
official seal on the day and year in this certificate first
above written.
My commission expires
2 7 10 Cary Fublic
THE STATE OF
On this the day of A. D., 19
On this the day old
before me personally appeared
to me personally known to be the person described in and who
executed the foregoing instrument, and acknowledged
executed the same as free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and
official seal on the day and year in this certificate first
above written.
My commission expires

Frank Haynes, Guardian of James R. Haynes, M. C. M., and Frank Haynes
Margaret Wiggins
Lela W. Gladish Ela B. Gladish Ella B. Gladish Frank E. Foulk
J. L. Wood
C. D. Calkins
P. A. Greening
W. J. Hoene
B. L. McGee
Don R. Sturgeon

STATE OF	Missouri				
COUNTY OF	Lacken				
	On this 7 d	ay of	Mauch	A. D., 19	<i>52</i> ,
before me	on this 7 de personally appear	ared Le	la A. Gladish,	a single woma	ın,
					
	sonally known to				
	ited the foregoin	_	_		
	executed the s				
6 1 D-W	IN WITNESS WHER				
	seal on the day				
n gatove wri	itten. Ssion expires <u>/</u> /	hay 8,14	253 Zu	Notary P	aur ublic
THE STATE					
COUNTY OF	on this the 7	,			
	on this the 7	day of	august	A. D. 19	57
before me	e personally appe	ared E11	a B. Gladish,	a single women	1
who execu	rsonally known to uted the foregoin executed the same	g instrum	ent, and acl	knowledged t	
<u></u>	IN WITNESS WHER	 _			and
official	seal on the day	•			
OT above wr		·			
U BMy Commis	ssion expires 20	ay 8195	3. Sela	h P. Pen	um
1,12	-			Notary Pu	blic
5. 6. 6.3.			State of New Mexica; County of Lea	}	
THE STATE	E OF		FILED FOR RE	CORD	(<u>)</u>
COUNTY OF			AUG 11 19		
	On this the	_ day of	and Recorded in Book	70 A.D.,	19
before me	e personally appe	ared	EVA TATÚM, C		· · · · · · · · · · · · · · · · · · ·
***************************************			By Mannis ash	more	
to me per	rsonally known to	be the p	ersonde	scribed in a	n'd who
	the foregoing in				
executed	the same as				
	IN WITNESS WHER				
official	seal on the day	and year	in this cer	tificate fir	st
above wri	itten.				

14730

My commission expires

No. of the last of	
MAGATO	e viggins
60, 14	le A. Cleaten
Ma. El	18 B. 618618h
rank I	. Venik
). L. W	obe
. D. C	alkins
r. A. G	Positing
7. 3. 1	(6-66)
. L. N	(0500
on X.	Teurgoon
	Core January

Frank Estern.

6223

My commission expires ____

Frenk Raynes, Guardian of James R. Haynes, N. J. M.,
and Frank Maynes
Margaret Wiggins 1311 Fannin #5- Houston Jey
Ne. Lois A. Gladish
Are. Mila M. Gradiah
Frank E. Youlk
J. L. Wood
C. D. Calkine
F. A. Greening
V. J. iicene
& W & B2M W 4 4 4 4
S. L. Nadee
Don R. Sturgeon

13836

above written.

My commission expires