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Vinth Edition UNITED	STATES Form Budget	pproved. Bureau No. 42-R990.4.
	F THE INTERIOR Office	New Mexico
BUREAU OF LAN	D MANAGEMENT	No. 0533177
	EASE FOR OIL AND GAS re Public Domain Lease)	
The undersigned hereby offers to lease all or any of the lands descrithe terms and provisions of the act of February 25, 1920 (41 Stat. 4 act, and to all reasonable regulations of the Secretary of the Interio and specific provisions herein, which are made a part hereof.	37. 30 H. S. C. sec. 1811, as amended, hereinan	ter referred to as the 👘 👘
Mrs. Frances I Salabery	n de la construcción de la constru Transmission de la construcción de la	
Mrs. Frances L. Solsbery 1- Witsa- (First Name, Middle Initial, Last N.	• • • • • • • • • • • • • • • • • • •	
These boilty the algoing officer of any change of address. (Number and Street)		<ul> <li>A set of the set of</li></ul>
Roswell, New Meixoc (City and State)		
2. Land requested: State New Mexico County Edd	T. 235. : R. 31	E. NAMeridian
Sec. 13: SE/4		
Sec. 14: $x_{1}x_{2} N/2$ Sec. 18: Lot 4	OIL CONSERVATION DI	VISION
Sec. 19: Lots 1,2,3,4, S/2NE/4, E/2W/2,	SEAL CASE NUMBER 1296	1 (lesjoner)
Sec. 24: E/2 Sec. 30: Lots 1,2, NE/4, E/2NW/4		<u>-</u>
	ייידיזיק	<u> </u>
	Total Area	1731.33 Acres
3. Land included in lease: State New MexicoCounty Eddy		E:NMP Meridian
NM-0533177-A	The second se	se4 N4
eff. 5/7/64	19:	Lot 4, SEZSWZ,
e++. 5/1/64		
See T/O		Etz Lots 1,2, NEtz
	· .	e <sup>1</sup> 2NW <sup>1</sup> 2
(Offeror does not fill in this block)	Total Area 1285.06 Acres Rental	retained \$ 643.00
Amount remitted: Filing fee \$10, Rental \$ 866.00, Total \$		
5. Undersigned certifies as follows:		
(a) Offeror is a citizen of the United States. Native born entity (specify what kind): Individual	Naturanzed Corpo	ration or other legal
(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 ing district in Alaska. (c) Offeror accepts as a part of this l	chargeable acres in leases, offers to lease and ease, to the extent applicable, the stipulation	options in each leas- is provided for in 43
CFR 191.6. (d) Offeror is 21 years of age or over (or if a coments made or referred to herein). (e) Offeror has described	all surveyed lands by legal subdivisions, all 1	ands covered by pro-
tracted surveys by appropriate subdivisions thereof, or a and bounds, and further states that there are no settlers of	n unsurveyed lands described herein.	
6. Offeror 💭 is 🗋 is not the sole party in interest in this offer a should be filed as prescribed in Item 6 of the Special Instruc	id lease, it issued. (If not the sole party in tions.)	interest, statements
7. Offeror's signature to this offer shall also constitute offeror's signature that may cover any land described in this offer open to lease a	pplication at the time the offer was filed but on	nitted from this lease
for any reason, or signature to, or acceptance of, any sepa offer cannot be withdrawn, either in whole or in part, unless the ment to this lease, or a separate lease, whichever covers the United States, and (b) this offer and lease shall apply only to	land described in the withdrawal, has been sig	gned in behalf of the
field at the time the offer is filed. 8. If this lease form does not contain all of the terms and condition		
<ul><li>agrees to be bound by the terms and conditions contained in th</li><li>9. It is hereby certified that the statements made herein are compared in good faith.</li></ul>	at form.	
Offeror duly executed this instrument this2ist	day of February, 19.	64
Lessee alguature)	(Lessee signature)	
	(Attorney-in-fact)	
This lease for the lands described in item 3 above is hereby issued,	1	reverse side hereof.
	THE UNITED STATES OF AMERICA	<u></u>
APR 1 1964	By Accord Mr. Alar (Signing officer)	the a road
Effective date of lease	By <u>Chief</u> (Signing officer) Mineral Adjudication Section	(Data)
THIS OFFER MAY BE REJECTED AND RETURNED TO THE IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IN	OFFEROR AND WILL AFFORD THE OFFER IT IS NOT ACCOMPANIED BY THE REQUI	OR NO PRIORITY
OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTION 13 U. S. C. sec. 1001 makes it a ctime for any person knowingl States any false, fictitious of fraudulent statements of representation	and willfully to make to any Department of a	gency of the United
This form may be reproduced provided that the copies are such teproductions on one she		risions of 10 CFR 192.42 (a).

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vith the lease year beginning very on valty of var, or r if leas thereof at the arris the actual royalty the prescribed mini case is unitized, the

nor 1214 parcent royalty on the om the leased lands computed in accord-perming Regulations (30 CFR Pt. 221). that the Secretary of the Interior may values for purposes of computing royalty nd other products obtained the highest price paid for a s-quality in the same field, ed prices, and to other rele-fter notice and opportunity gatonad, and og given to ouion af lik

of approprise, give notice and opportunity , such royalities on production shall be due he last day of the calendar mouth next fol-ia which produced. When paid in amount products shall be delivered in americhatable a where produced without cost to lessor, by the parties hereio, at such times and in e lensoe as reasonably may be required by ult be lessed be required to hold such royalty orage beyond the last day of the calendar calendar mouth in which produced nor be or the loss or destruction of royalty of row cause over which he has no control.

control. spended or ion thereof tary of the ist ultimate of patural or any po i if the Sec ig the

directed by the Secretary of th syments to the lessor, to at the places mentioned o well on the lessed lands atilies, the failure to pay d Management i 2. If there is no 43 CFR 191.12. Day day

#### A. GENERAL INSTRUCTIONS

ted plainly in ink

at be filled in on a type in ink. ncompetitively public the United States in g, mining, extracting, except helium. This red hada or lands on ed in offering to lease and upposits reserved to the Un la for the purpose of drilling, mini-try of oil and gas deposits, except ed in offering to lease acquired lan-ture of a producing oil or gas field wy be made by indus

the United State

must be prepared in quintuplicate and filed in the The term "filing" means the actual accu-and office. If the land is in a State for whi-offer must be filed with the Bureau of La at of the Interior, Washington 25, D. C. "here than five copies are filed, the offeror " there there Man-ee 43 have

copies first filed at the of the mark one If that i any var e marked s not done, the manager will so mark iation in the land descriptions among "original" shall govern as to the lands

s, the one marked "original" shall govern as to the lands inase. onal space is needed in furnishing any of the required t should be prepared on additional sheets, initialed and made part of this offer to lease, such additional sheets it oe ach copy of the form submitted. The land described in item 2 of the uffor is open to oil and g when the offer is filled but in omitted from the lease for ease will be amended to unlike the omitted land, unlives, anone of the amendment on Form 4 2163, the land offer inthis particular is used, land or an election to rate is particle lease will be includ. If the lease is a work the lease that is used. If the lease is a build in the lease that will be includ. If the lease is a build be lease that will be iso anone as though the it bein such their in the original lease when it was issued, if you can the sense that of the while interest in ski or it beins the is a structure of the while interest in ski or it beins to be a structure of the while interest in ski or it beins the sense there will be interest in ski or it is a structure of the sense that the structure of the sense is the lease term will be the while interest in ski or it is a structure of the sense that the sense is a structure of the sense is the sense of the sense there is the sense the sense is the sense of the sense the sense the sense the sense of the sense is the sense of the sense of the sense of the sense is the sense is the sense of the sense of the sense of the sense is the sense of the sense is the sense of the sense is the sense of the N

elating to computing ceordance including, but not limited to, provi-royalty in kind, and the methor aged on a minimum voluation and royalties due with the Oil as (g) Statemen as the lessor the amounts leuse, the ach form showing from the coluction work suit to stock. ti, and so

lease, the proc purposes or un improvemental holders, investr (h) Writt rece information on prescribed by to acceptable proc and to furnish All information (i) Inspection tion of any di prescribes and al surveys or inve information obti-surveys or inve information obti-surveys or inve the cord, a log, and complete rm acceptable to or lensed hands, and an affecting said lands, essor when required, ations a the les

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and eafely of workmen. ·τ. G) Dili temporar rdance w Gas Ope waste of damage to deposite or coal measures or other for the preservation and tive operations, and for east to plug properly an the provisiona of this le the right to this lease to carry out at expense o relative to the matters leases so to do the lease and to accomplish the lease so to do the lease and to accomplish the lease canualities occasioned by (k). Tarks and worke tarke lawfully assected Usited States upon imp horewader, or other tig all workmen and emple all wares due workernon lawful money of the Ur a and employ-cordance with it upon which is the same; to the insor failure of the the property for delays or

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the provisio (2) Tl placed by o relve consi-national or (3) Tl with which The ents for employees re-07

nd to each labor union or representative of workers dvi<del>s</del> dvi<del>s</del> ente con-

يەمىر. (4) 10925 of the Pder No. Idera of Ihereby, Freese the President's Co (5) The less tive Order No. 109 of the said Com. ed therew, d by Execu-and orders o his books, poses and

and a and orders. (6) In the clause of this c: this contract ma thared ineligible dures suthorized other sanctions " Executive Or" on Equal with the Nondiscrimination ules, regulations, or orders, is and the lessee may be de-a in accordance with proce-of March 6, 1961, and such oked as provided in the said I the President's Committee r . con. . 109 . 'es racta in accordance will 125 of March 6, 1961, a invoked as provided in er of the President's Cor erwise provided by law.

on Equal Employment Q (7) The lessee will in through (6) in every sub-regulations, or orders of Opportunity issued pursu-blarch 6, 1951, so that suc-dor vendor. The lessee w or purchase order as the ing such provisions, inclue that in the event the less tion with a subcontraction tracting agency, the less iligation to protect the inlded by law. oing paragraphs (1)' s exempted by rules, Equal Employment Order No. 10925 of s of the foreg order unles committee on of Executive uch U

without interest interest may be der this ucts, to il or gas r of any natural or under d, C. see. pure of th pipel gasol the p 351). 1. 8. C. 1

(a) Lands of States.—To com therounder, if th be disposed of un-of oil and ed to the United and regulations is shall hereafter ates the deposits statutory requirements and aced herein have been or sh aserving to the United States o such conditions as a re or m ring such oil or gas, the laws root

## INSTRUCTIONS

**INSTRUCTIONS** ection 192.42a or the lands are not entirely within an area or an area of 6 surveyed sections in length or width. (b) exceeds 2,560 area, except where the rule of approximation han 640 areas or the equivalent of a section and is not within 41 GFR 192.42(d). This does not apply where the total due to more than 10 percent. (c) The full fling fee and tail do not accompany the offer, the rental payment to be for iscree for each smallest legisl audivision, except where the by not more than 10 percent. (d) Except 11 the power of the purview of paragraph 43. GFR 102.42(e) (d)(i), the an attorney in fact or agent in behalf of the offeror and the such statement by the principal (offeror) is not, field within fling of the offer. (e) The offer is signed by a guardian lif of a minor and is not accompanied by the significance re-lived restores are the section by the section cardiance re-lived restores and result in the land offer for the offeror = 122.42(e) (5). (1) Less than Ava copics of the offeror the survice and result in the land offer before the same transrequirements of section 192.42 or the la of 6 miles square or an area of 6 survey. The total acreage accreding 3,500 arres, act applies or is less than 640 acres or the ory the scapetions in 41 GPR 192.42(d). The farty acress rental do not accompany the total acreage if known, and if not the not he basis of 40 acres for each smalles rental is in error by not more than 10 p attorney is within the purview of parag offer is aigned by an attorney in fact ors request to holdings and clitenship and 192.42(c) (4), and such statements by the i to tratset in behalf of a minor and is r (o)(ercor) is not. Ried within panied by a guardian panied by the evidence re-Ava conjes of the affer are and office before the expira-ing the set of the expira-ing the set of the set of the offer within 30 days from ments on the old offer will the set is la mad receipt num-recurred unless within the by 43 CF 192.42(e) (5)

30-day period another offer is filed. R. SPECIAL INSTRUCTIONS' Item 2.—Total area of land requested bloudd be apace provided at bottom of line 2. That area, exc of approximation applies, must not exceed 2.550 acr 540 acres on the equivalent of a sociol exceed 2.550 acr and a social area of a social exceed 2.560 acr 122.42 (d). All of the land, must be within a f-mile and unruryeyed lawda, or lands covered by portra-and unruryeyed lawda, or lands covered by portra-conform to the provisions of 43 CFR 102.424. Item 3.—This space is not to be filled in. When Jaces will contain the identification of the leard ac- *lawd* the first year's rental of the lawd rensition it to and the first year's rental of the lawd rensitied at t and the first year's rental of the lawd rensitied at to a first the first of bould be shown in scree in area, except where the rule 2,550 across or be less than expt as provided in s3 CFE 1 a 6-mile square or an srea The description of surveysf by protracted surveys must When lease is issued this

ild include a \$10 filing fee stal at the rate of 50 cents

(p) described or segregated lands.—It a lana is embraced in a remervation or purpose, to conduct appressions therein requirements as may be miscle by the Du unent, (in: the protection and use and the it was received or narregated, so far as of the Land for the gurboss of this lance as the dominant use upleas other wise as the dominant use upleas other wise simulated. (q) Protection of surface, natural resour-und resonable steps as may be need.

(q.) ch

(r) of 5r miling condities. 0 -Not to of five per-(a) Delin in good pr-which are

Sz( (a) (a) December soveral use ease upon, through, necessary or ap containing the shipment of pro-its lessers or pe the

its lesses or permittens, and lo (b) Disposition of surface. dispose of the surface of the 1 hereafter easted, involar as a of the lesses in the stratetion or to dispose of any resource in interfere with operations under (c) Monopoly and fair prices gate and enforce all orders neces of the lesses lands to the Unite prices; to protect the interme

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(d) Hel jec In аЛ on of from which t not reasonabl lessor furthe reduction wor on the premis

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susponsion or abandi terms and regulation. Szc. 6. Purchase of the expiration of this to the inst preceding time within a period. ises all machinory, ac monta needed for pro-machinery, atructure provided, which are a the property of the l extension thereof as any or all of such pro-Scc. 7. Proceedings i any of the provisions o or make default in the (except that of paymen nation of the lease), as after service of written by the Scretary of the last written be lasse. -U: ult

-If the lease nolv ase may tion 31

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of, or Delogate to, Co tion or appointment, c his continuance in off Department of the In shall be admitted to a that may arise therefor Statutes of the Unit Secs. 431, 432 and 433

will be applied produc rental of lands is \$2 \$1.50 all the d land as the whether a citizen by

Tential of \$100 a... liands is \$2 per acre. Atem 5 (a)...Offeror will indicate whether a ... naturalization. If production is obtained under this to it, the citizenable status of the lease will be verified. If offeror is an unincorporated association (includin the offer must be accompanied by a statement giving as to citizenable and holdings of its members as requires If offeror is a corporation it must submit a stateme following information: the State in which it is incorp authorized to hold oil and gas leases and that the the lease is authorized to act on behalf of the cor-matters; the percentage of the voting stock and of owned by allens or those having addresses outside t Where such ownership is over 10 percent, additional be required by the Bureau before the lease is issued o is obtained. If any appreciable percentage of the stoc of the excepted class the application will be denied. "The stock of any class is owned or controlle

reage included in unitized

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 be required by the Bureau beau bound of the support of the second of the support of the second of the secon ations referred to

### DEPARTMENT OF THE INTERIOR BURERU OF LAND MANAGEMENT

Stipulations to be executed and made part of any oil and gas leace involving lands described in the Departmental Notice of Ortober 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 send, or above a depth of 5,000 feat, 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 potech deposite 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 leaser, except pursuant to a unit plan approved by the Director of the Geological Survey, upless drilling is otherwise required or approved by the Director to protect the lease from drainage.
- (3) No wells will be drilled for oil or ges at a location which, in the opinion of the Oil and Ges Supervisor of the Geological Survey, would result in undue waste of potach deposits or constitute a hazerd to or unduly interfere with mining operations being conducted for the extraction of potach deposits.
- (4) The drilling or the abandonment of any well on said lease shall be done in accordance with spolicable 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.

Signature of Offeror or Lesseq

Recorded april 2, 1964 are + Bas Records East 141 Boord Paye 269 Eddy County, New Mexico United States of America This copy for TITLE RECORDS. Return ORIG, RECORDED LS to SLIPOSEY. Frances R. Solsberg Oil & Las Lease P.O. BOX 633 MIDLAND, TEXA3 TITLE RECORDS SECTION RETURN TO MOBIL OIL COMPANY NWI 3'706 4°

#### BEFORE THE NEW MEXICO OIL CONSERVATION DIVISION

APPLICATION OF DEVON ENERGY PRODUCTION COMPANY, L.P. TO REOPEN CASE NO. 12961 FOR AN EXCEPTION TO DIVISION ORDER NO. R-111-P, EDDY COUNTY, NEW MEXICO.

Case No. 12961 (Reopened)

#### AFFIDAVIT REGARDING NOTICE

STATE OF NEW MEXICO ) ) ss. COUNTY OF SANTA FE )

James Bruce, being duly sworn upon his oath, deposes and states:

1. I am over the age of 18, and have personal knowledge of the matters set forth herein.

2. I am an attorney for Applicant.

3. Applicant has conducted a good faith, diligent effort to find the names and correct addresses of the persons entitled to receive notice of the Application filed herein.

4. Notice of the Application was provided to those persons at their correct addresses by certified mail. Copies of the notice letter and certified return receipts are attached hereto as Exhibit A.

5. Applicant has complied with the notice provisions of Division Rule 1207 and Order No. R-111-P.

famer Dreec

James Bruce

SUBSCRIBED AND SWORN TO before me this <u>\_\_\_\_8th\_</u> day of July, 2003, by James Bruce.

Brace

Notary Public

My Commission Expires:

OIL CONSERVALION DIVISION

CASE NUMBER

EXHIPTT 3

# JAMES BRUCE

ATTORNEY AT LAW

POST OFFICE BOX 1056 SANTA FE, NEW MEXICO 87504

369 MONTEZUMA, NO. 213 SANTA FE, NEW MEXICO 87501

(505) 982-2043 (PHONE) (505) 982-2151 (FAX)

jamesbruc@aol.com

June 19, 2003

#### CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Bureau of Land Management 2909 West Second Street Roswell, New Mexico 88201

IMC Potash Carlbad Inc. P.O. Box 71 Cralsbad, New Mexico 88221

Ladies and Gentlemen:

Enclosed is a copy of an application for an exception to Order No. R-111-P, filed with the New Mexico Oil Conservation Division by Devon Energy Production Company, L.P., regarding a federal oil and gas lease covering the N½ of Section 14, Township 23 South, Range 31 East, N.M.P.M., N.M.P.M., Eddy County, New Mexico. This application is scheduled to be heard at 8:15 a.m. on Thursday, July 10, 2003 at the Division's offices at 1220 South St. Francis Drive, Santa Fe, New Mexico 87505. Failure to appear at the hearing will preclude you from contesting this matter at a later date.

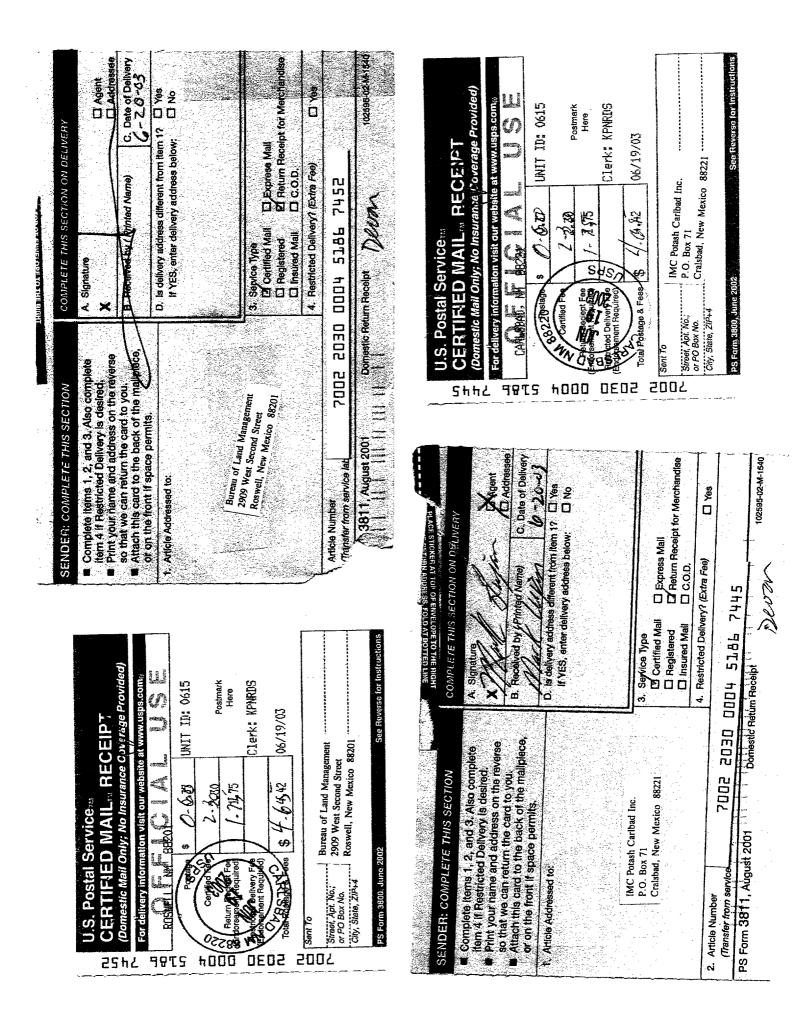
You are requested to notify in writing the Division, and the undersigned, by Thursday, July 3, 2003, if you intend to enter an appearance and participate in the case.

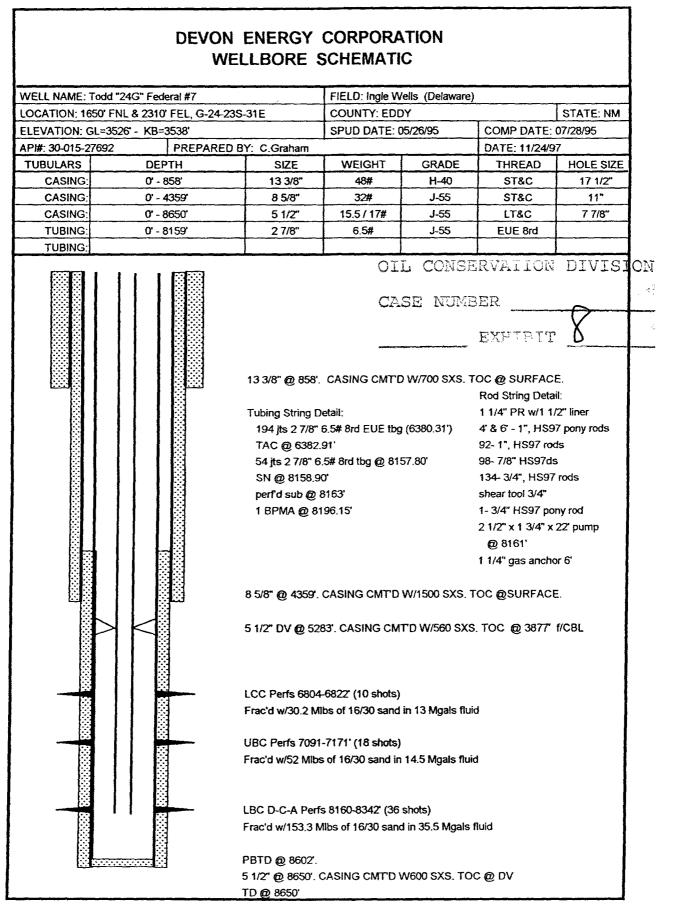
Very truly yours,

James Bruce

Attorney for Devon Energy Production Company, L.P.







24G-7 schematic.xls

