

It is expressly covenanted and agreed by John Waits 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 operate said water well for the purposes intended by the said John Waits;
- (2) That he has assumed full liability to properly plug and and abandon said 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 John Waits.

The Agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF we have hereunto set our hands and seals this

_____ day of _____, 1961.

GULF OIL CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By

W. A. Shellshear
Attorney-in-Fact

John Waits
JOHN WAITS

STATE OF NEW MEXICO §

COUNTY OF CHAVES §

The foregoing instrument was acknowledged before me this 23rd day of October, 1961, by W. A. SHELLSHEAR Attorney-in-Fact for Gulf Oil Corporation, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:

E. M. Cooper
Notary Public

STATE OF New Mexico §

COUNTY OF Lee §

The foregoing instrument was acknowledged before me this 25th day of October, 1961, by JOHN WAITS.

My Commission Expires:

[Signature]
Notary Public

MY COMMISSION EXPIRES AUGUST 21, 1965