

John A. Mathis Jr.
SOUTHEAST ENGINEERING CO.

GENERAL SURVEYING

ARTESIA, NEW MEXICO

• PHOTOSTATS
• OZALID PRINTS

COMPANY The Ibox Company

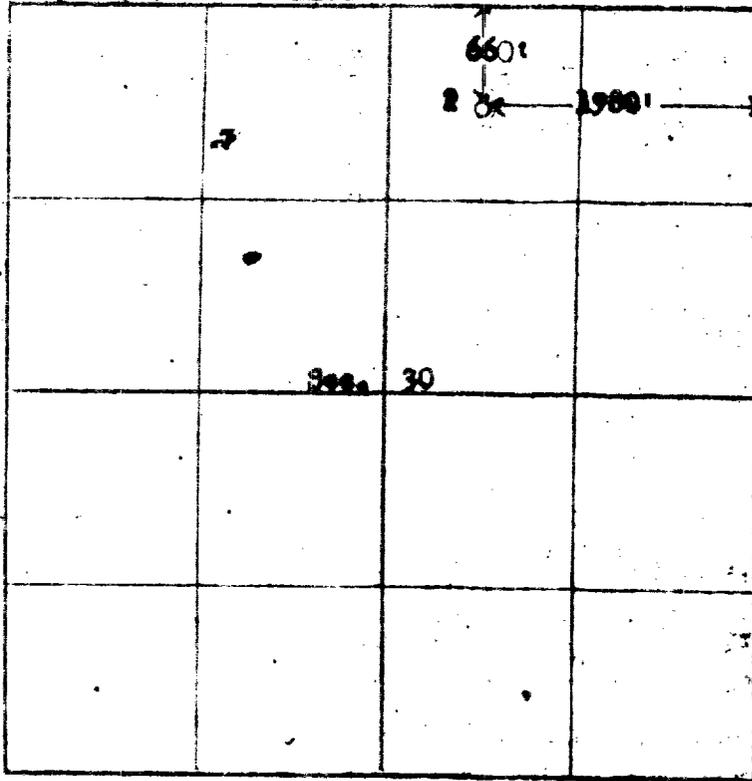
LEASE Mohiyata Borehole WELL NO. 2

SEC. 30 T. 16 S. R. 24 E., N. M. P. M.

LOCATION W 1/4 (1980' from East Line & 660' from North Line)

COUNTY Lea NEW MEXICO

All distances Chained



SCALE 4" = 1 MILE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SW
ARTESIA, NEW MEXICO

John A. Mathis Jr.
REGISTERED LAND SURVEYOR

SURVEYED September 28, 1955

ARTESIA PRINTING CO.

ILLEGIBLE

Exhibit "A"



John A. Mathis, Jr.
SOUTHEAST ENGINEERING CO.

GENERAL SURVEYING

ARTESIA, NEW MEXICO

PHOTOSTATS
OXALID PRINTS

COMPANY The Index Company

LEASE McClure-Federal WELL NO. 2

SEC. 30 T. 16 S. 24 E. N. M. P. M.

LOCATION 1978.3' from East Line; 0.5' from North Line

COUNTY Los NEW MEXICO

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |

Note: From Northeast Corner Sec. 30, Chained West along North Line of Sec. 1978.3 feet; Turned 90 degree angle 0.5' to present well.

SCALE 4" = 1 MILE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

SEAL
ARTESIA, NEW MEXICO

REGISTERED SURVEYOR

SURVEYED November 12, 1956

ARTESIA PRINTING CO.

ILLEGIRI F

Exhibit "B"

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Date 3/29/17

CASE 123)

Hearing Date 10 am on 3/27/15 @ Hots
repair WWR

My recommendations for an order in the above numbered cases are as follows:

- OK to approve unorthodox location
as a 1/2 foot from North line
and 1978 feet from
the east line of Sec. 30
- ① full ~~acre~~ 90 acre allowable on
NW/4 NE/4 of Sec. 30

Warren Mantz
Staff Member
Examini



John A. Mathis, Jr.
SOUTHEAST ENGINEERING CO.
HOBBS OFFICE

ARTEZIA, NEW MEXICO
1956 NOV 27 PM 2:12

- PHOTOSTATS
- OZALID PRINTS

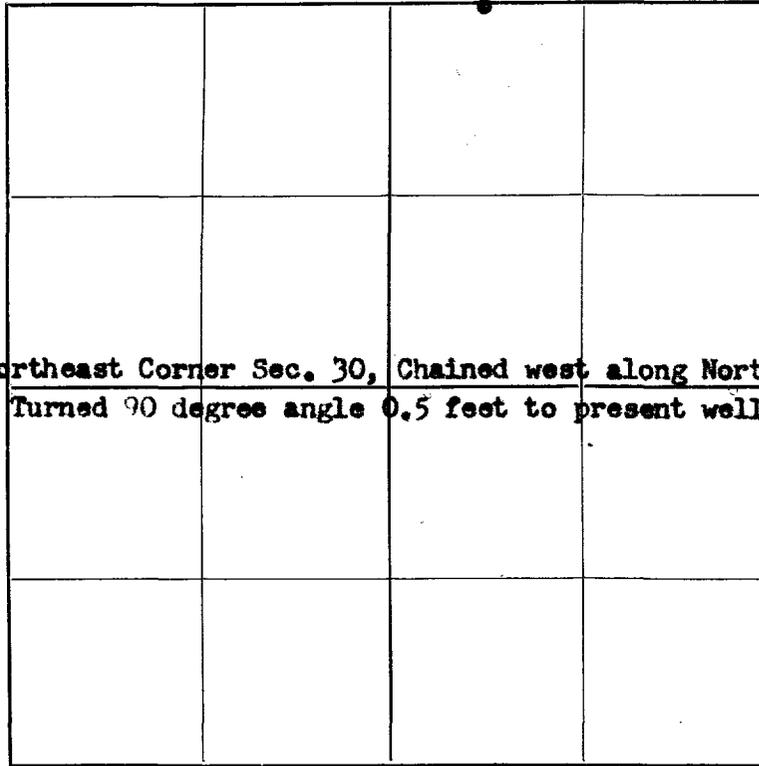
COMPANY The Ibox Company

LEASE McIlvane-Federal WELL NO. 2

SEC. 30 T. 18 S., R. 34 E., N. M. P. M.

LOCATION 1978.3' from East Line; 0.5 feet from North line.

COUNTY Lea NEW MEXICO



Note: From Northeast Corner Sec. 30, Chained west along North line of Sec. 1978.3 feet; Turned 90 degree angle 0.5 feet to present well.

SCALE 4" = 1 MILE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SEAL:
ARTESIA, NEW MEXICO

John A. Mathis, Jr.
REGISTERED LAND SURVEYOR.

SURVEYED November 12, 1956, 19__

NEW MEXICO
OIL CONSERVATION COMMISSION

Form C-128

Well Location and/or Gas Proration Plat

Date Nov. 16, 1956

Operator Ibex Lease McElvain

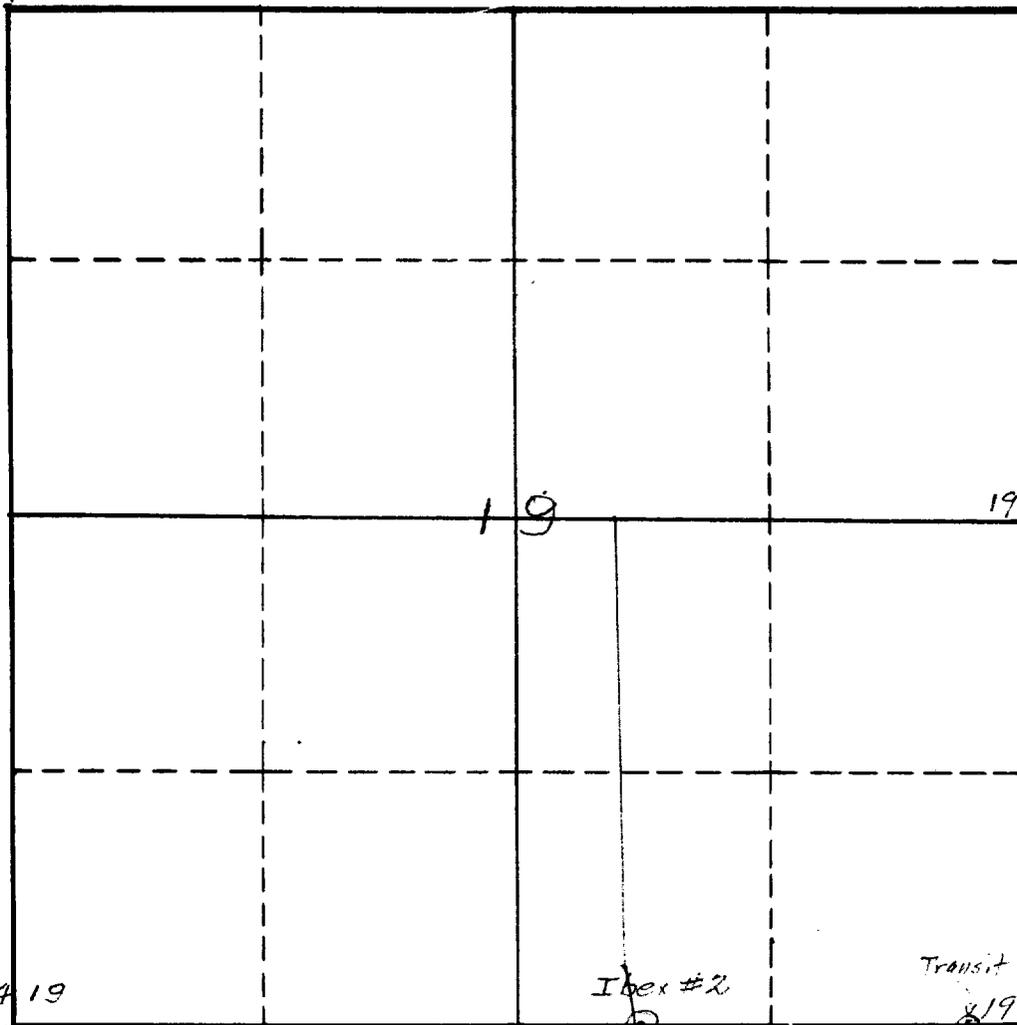
Well No. 2 Section 30 Township 18S Range 34E NMPM

Located 1 Feet From N Line, 1980 Feet From E Line,

Lea County, New Mexico. G. L. Elevation _____

Name of Producing Formation _____ Pool _____ Dedicated Acreage _____

(Note: All distances must be from outer boundaries of Section)



Survey to locate #3 ~~Sivley~~ Federal found Ibex well as shown. Survey run from east quarter corner to point on center line thence south 2305' thence southeast 350' Checked by surveyor from point 290' west of southeast corner of ~~Sec. 19~~ with transit siteing thru to southwest corner. Well and pump Unit on line.

Transit 390' from corner
819 20
30 29

NOTE
This section of form is to be used for gas wells only.

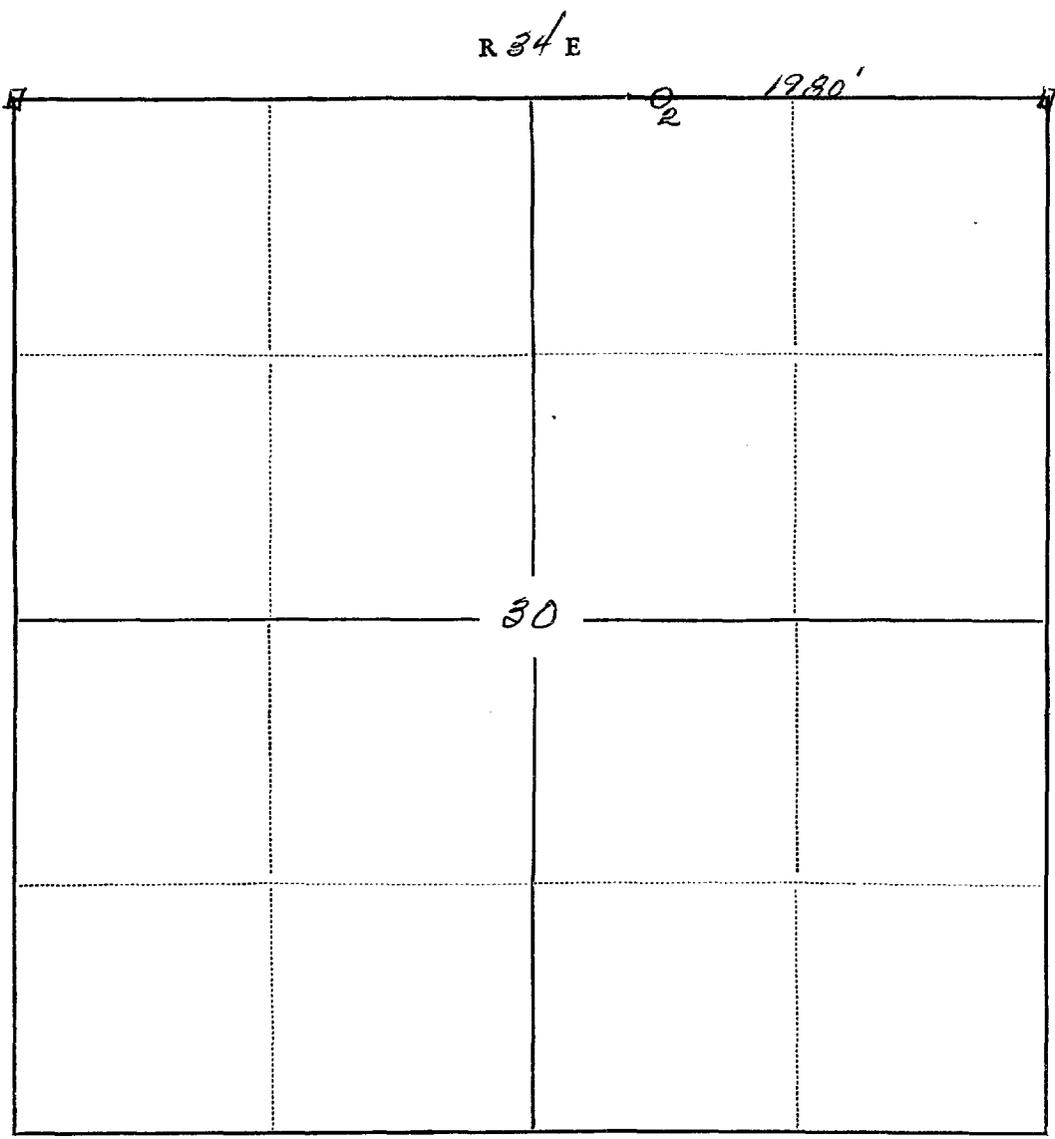


1. Is this Well a Dual Comp. ? Yes ___ No ___.
2. If the answer to Question 1 is yes, are there any other dually completed wells within the dedicated acreage? Yes ___ No ___.

This is to certify that the above plat was prepared from field notes of actual surveys made by me or under my supervision and that the same are true and correct to the best of my knowledge and belief.

Name _____
Position _____
Representing _____
Address _____

Date Surveyed Nov. 5, 1956
Edward J. Bruney
Registered Professional Engineer and/or
Land Surveyor # 1144



Scale: 1" = 1000'

A PLAT OF THE

IBex Company-McElvane Fed No 2

LOCATION

0 ft. South of the North line
1980 ft. West of the East line
 Section *30*, T *18* S, R *34* E
Lea County, New Mexico.

I hereby certify that this plat was made from notes taken in the field in an actual bona fide survey and that the same is true and correct to the best of my belief.

James H. Brown
 James H. Brown
 N.M.L.S. No. 542

November 10th 1956

Surveyed for T.J. Surley

32615

ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT, made and entered into this 11th day of February, 1957, by and between THOMAS J. SIVLEY and MARY RAY SIVLEY, his wife, first parties, sometimes referred to as "assignors", and T. H. McELVAIN and THE IBEX COMPANY, A PARTNERSHIP COMPOSED OF LESTER CLARK, H. B. STREET, E. BRUCE STREET AND M. BOYD STREET, second parties, sometimes referred to as "assignees",

WITNESSETH:

That the assignors, in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by assignees, the receipt of which is hereby confessed and acknowledged, and in further consideration of the production payment hereinafter provided, do hereby sell, assign, transfer, set over and convey unto said assignees, their heirs, personal representatives and assigns, in proportion to, and subject to, the same terms and provisions as per Agreement dated April 12, 1955 between T. H. McElvain and Catherine McElvain, his wife, to The IbeX Company, a partnership shown of record in Book 98 at Page 383 of the Oil and Gas Records of Lea County, New Mexico, that certain oil and gas lease made by the United States of America, bearing Las Cruces Serial No. 063645, insofar and only insofar, as said oil and gas lease covers and affects the following described lands in Lea County, New Mexico, to wit:

The SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, Township 18 South,
Range 34 East, N.M.P.M.,

TOGETHER WITH all rights and privileges thereunder or appurtenant thereto; but SUBJECT, HOWEVER, to the following:

A production payment of Forty Thousand Dollars (\$40,000.00), payable to assignors herein, their heirs, personal representatives, successors and assigns, payable solely out of and from one-fourth (1/4th) of the market value, at the wells, as produced of all of the gross oil and gas produced, saved and marketed from the above described forty acres of land, under the terms of said lease or any extensions or renewals thereof.

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Exhibit "C"

Second parties also represent to first parties that second parties are the owner of Government lease Las Cruces 069457, covering the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 18 South, Range 34 East, N.M.P.M., and that first parties herein shall also be entitled to receive, and there is hereby by this instrument set over to the first parties, one-fourth (1/4th) of the gross oil and gas produced, saved and marketed from the said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 18 South, Range 34 East, N.M.P.M., until such time as 1/4th of the oil and gas produced, saved and marketed from the 40 acre tract above described shall have paid to the first parties herein the full sum of \$40,000.00, as herein provided. The said production payment of \$40,000.00 shall be a single obligation against both of said 40 acre tracts.

All taxes levied or assessed against that part of production to be applied to the satisfaction of this oil payment, which the law authorizes, empowers or requires the producer or purchaser thereof to deduct or pay, may be deducted and paid out of such interest, but the amount of such taxes so paid shall not be considered as a credit on this production payment, and only the net amount actually received by the first parties and assignors herein shall be applied in reduction of the said oil payment. Payments made on account of the production payment shall be computed at the same time and in the same manner as royalties payable to the lessor under the terms of the said leases. No change in the ownership of the said production payment, or any interest therein, shall be binding upon the second parties, the assignees herein, or the purchasers of the oil and gas, until such time as assignees shall have been furnished with either the original, a certified copy, or an acceptable photostatic copy of the recorded instrument, or instruments, showing such change in ownership.

If at any time the assignees herein should desire to surrender or relinquish the oil and gas lease herein assigned, or any extension or renewal thereof, prior to the full and complete payment of the said oil payment obligation, then assignees shall give written notice to the assignors of such desire, at least thirty days prior to the time

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for payment of the next annual rental under the terms of said lease, or at least thirty days prior to the expiration of the term of said lease, if the same may be extended or renewed. If assignors should fail, within ten days after the date of the mailing of such notice to advise assignees in writing of assignors' election to take a reassignment of said lease, as to the lands herein assigned, then assignees shall be free to surrender or relinquish said lease; but, in the event assignors advise assignees that they desire a reassignment of said lease, then the assignees shall prepare and deliver to assignors an assignment of said lease, and assignors shall promptly file the same with the Department of the Interior for approval. Notice of the intention of assignees to surrender or relinquish said lease shall be mailed to assignors at Artesia, New Mexico, or at any change of address of which assignors have advised assignees, said notice to be sent by registered mail, with return receipt requested. There shall be no obligation on the part of the assignee for failure of the assignors to receive such notice.

On either of the Federal Oil and Gas Leases hereinabove described, if this oil payment, when added to overriding royalties or payments out of production previously created, and to the royalty payment to the United States, aggregated in excess of 17½% on such lease, or leases, then the excess amount shall be suspended on such lease, or leases, when the average production per well, per day, averaged on a monthly basis, is (a) as to oil, 15 barrels or less, and (b) as to gas, 500,000 cubic feet or less; and the limitations in this paragraph shall apply separately to any zone or portion of the lease segregated for computing Government royalty.

TO HAVE AND TO HOLD the oil and gas lease herein assigned unto said assignees, their heirs, personal representatives and assigns, forever, in proportion to, and subject to, the terms and provisions as per Agreement of April 12, 1935, referred to above.

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Page No. 4

Assignors execute and deliver this conveyance to assignees with covenants of special warranty, as to the lease herein assigned by assignors to assignees; and assignees warrant to assignors, with covenants of special warranty, that assignees are the owners of the oil and gas lease covering the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 18 South, Range 34 East, N.M.P.M.

Regardless of the date of execution hereof, this instrument shall be effective as of the 1st day of February, A.D., 1957 at 12:01 A.M., with reference to oil and gas produced, saved and marketed from the two tracts above described; and assignors shall be entitled to their proportionate part of the proceeds from the sale of one-fourth (1/4th) of the gross oil and gas to apply on said oil payment, from and after said date and time.

The provisions hereof shall be covenants running with the land, and with the said oil and gas leases, and binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year above written.

Thomas J. Sivley

Mary Ray Sivley
Mary Ray Sivley
(Assignors)

T. H. McElvain

Catherine McElvain

THE IBEX COMPANY, A PARTNERSHIP COMPOSED OF LESTER CLARK, H. B. STREET, E. BRAD STREET AND N. BOYD STREET

by _____
General Partner
(Assignee)

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