

BEFORE EXAMINER STAMETS
OIL CONSERVATION COMMISSION

EXHIBIT NO. 5
CASE NO. 4763

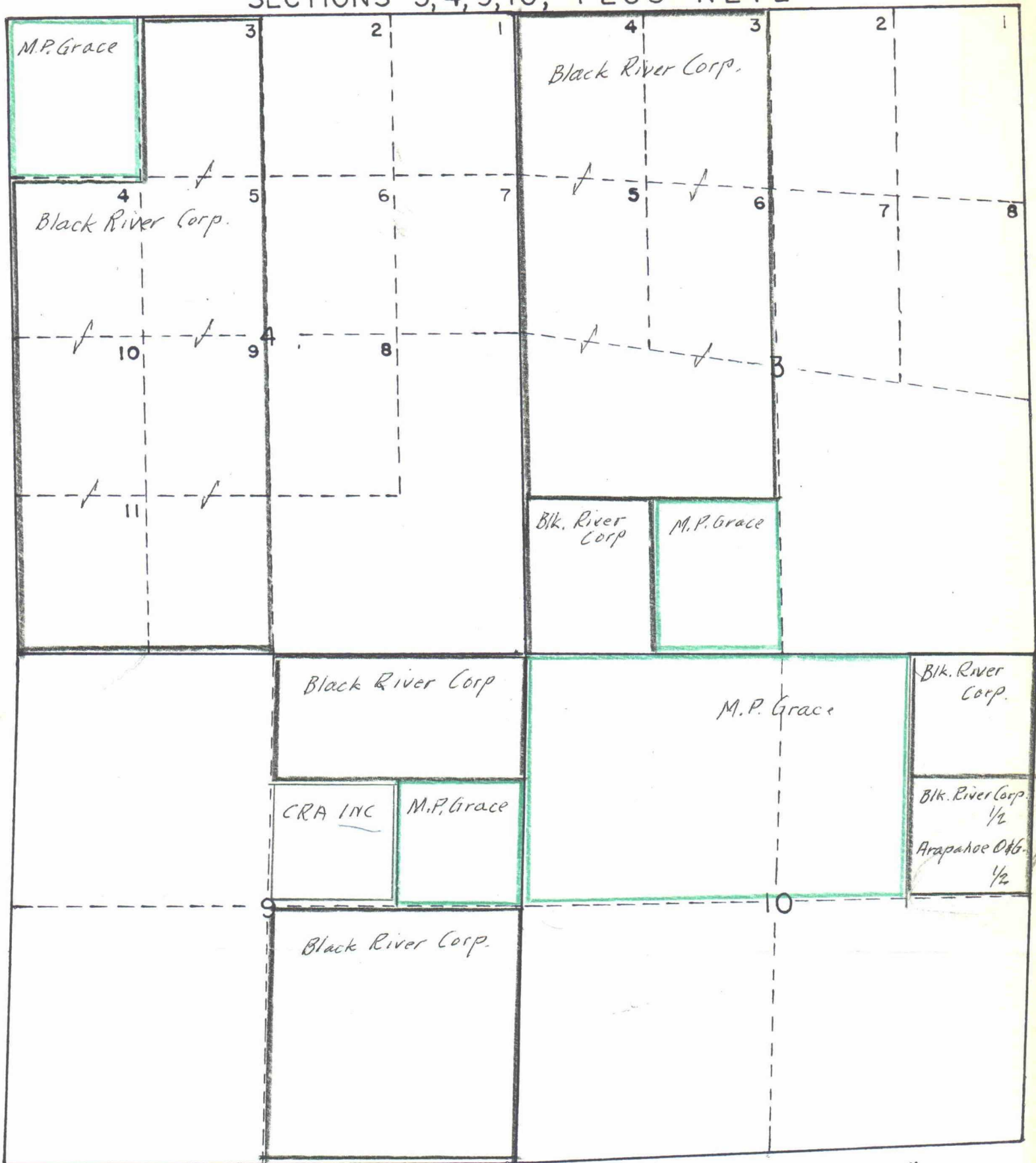
Submitted by Black River Corp
Hearing Date July 12, 1912

SUMMARY OF INDIVIDUAL WELL DATA
BLACK RIVER CORPORATION
WASHINGTON RANCH (MORROW) FIELD
EDDY COUNTY, NEW MEXICO

Operator, Lease & Well No.	Unit -	Sec. -	TWP -	Rge.	TD & PRD	Completion Interval	Completion Date	NMOCC C-122 Test Date	Shut-in Wellhead Pressure, Psig	DST Shut-in BHP	AOFP:MCFD @15.025 Psig	Date of First Gas Del.
Black River Corporation -												
Cities Federal 1	F	34	25S	24E	7045 - 7000	6795 - 6844	6-06-71	6-08-71	2581	3004	41,500	1-31-72
Cities Federal 2	J	34	25S	24E	7975 - 7050	6858 - 6890	9-08-71	9-10-71	2579	3030	13,000	1-31-72
Cities Federal 3	I	33	25S	24E	7070 - 7037	6921 - 6968	2-17-72	2-17-72	2462	-	7,077	3-23-72
Cities Federal "E" 1		35	25S	24E	7066 - 7011	6923 - 6970	3-13-72	3-13-72	2395	2939	1,556	5-05-72
Cities 3 Federal 1-C	F	3	26S	24E	7050 - 7012	6842 - 6854	4-06-72	4-12-72	2539	3026	4,245	SI - WOP
1-T	F	3	26S	24E	7050 - 7012	6913 - 6944	4-06-72	4-11-72	2497	-	11,158	SI - WOP
Cities 3 Federal 2-C	G	3	26S	24E	7030 - 7003	6840 - 6852	5-17-72	5-22-72	2560	2991	1,964	SI - WOP
2-T	G	3	26S	24E	7030 - 7003	6907 - 6930	5-17-72	5-23-72	2460	2905	11,008	SI - WOP
BR-Federal "4" 1-C	H	4	26S	24E	7125 - 7075	6953 - 6964	6-11-72	-	2430	3002	8,549	SI - WOP
1-T	H	4	26S	24E	7125 - 7075	7024 - 7039	6-11-72	-	2410	2863	5,199	SI - WOP

BAILEY, SITES, WILLIAMSON & RUNYAN, INC.
1100 V & J TOWER MIDLAND, TEXAS 79701
WM. P. AYCOCK, P. E./kp 7-10-72

SECTIONS 3, 4, 9, 10; T 26 S - R 24 E



Scale --- 4" = 1 Mile

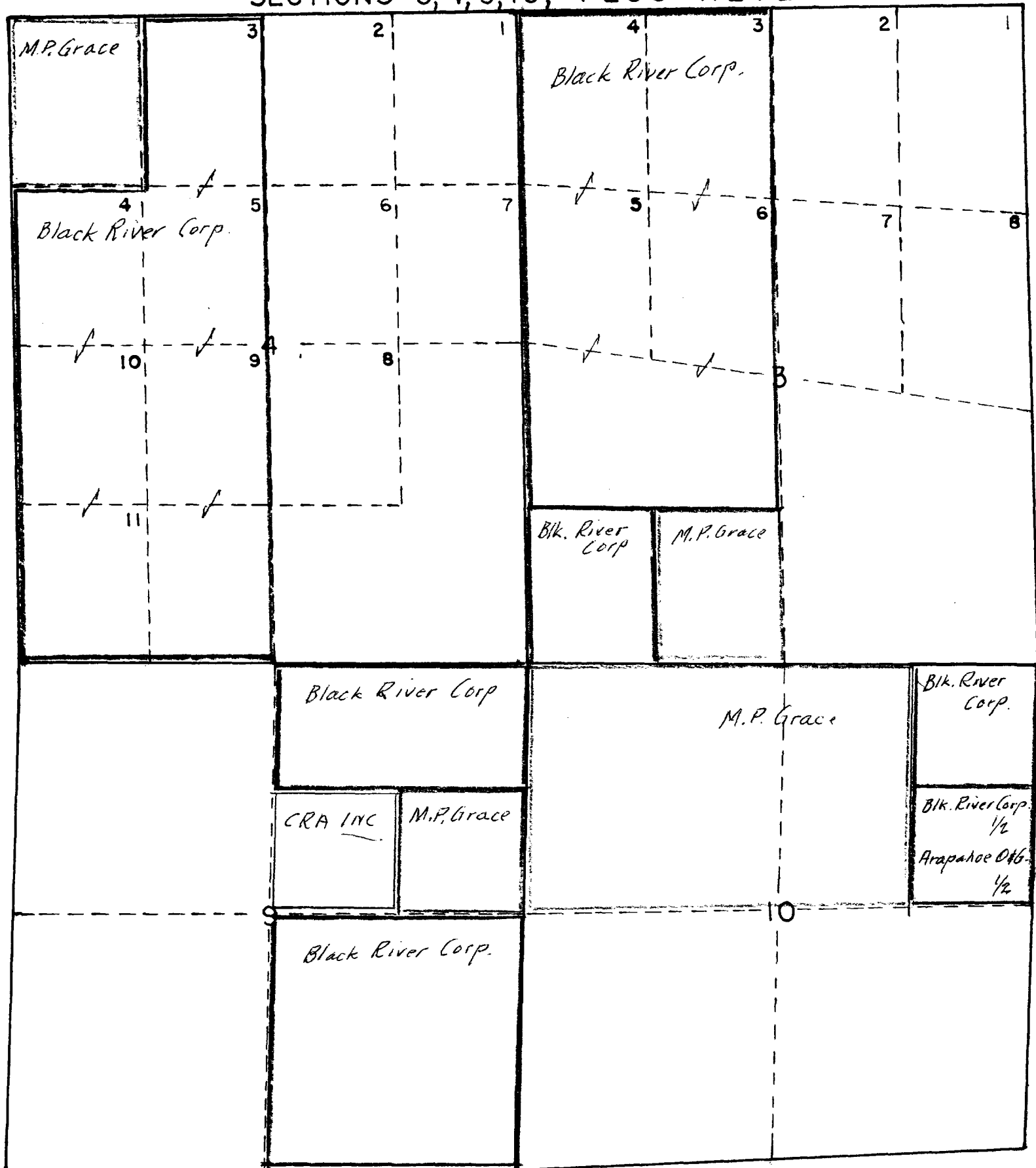
BEFORE EXAMINER STAMETS
OIL CONSERVATION COMMISSION

EXHIBIT NO. 6

CASE NO. 4163
Submitted by James R. P. 7.0

Hearing Date 10/17/71

SECTIONS 3, 4, 9, 10; T 26 S - R 24 E



Scale --- 4" = 1 Mile

176474765

STATE OF NEW MEXICO, INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)
County of Sandoval
The foregoing instrument was acknowledged before me this 26th day of June, 1972 by Walter Mayer Ballard
My Commission expires Sept. 10, 1975 Francisco L. Jones
Notary Public

STATE OF NEW MEXICO, INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)
County of Sandoval
The foregoing instrument was acknowledged before me this 26th day of June, 1972 by Amelia Mayer Miller
My Commission expires Sept. 10, 1975 Francisco L. Jones
Notary Public

STATE OF NEW MEXICO, INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)
County of Sandoval
The foregoing instrument was acknowledged before me this 26th day of June, 1972 by John H. Mayer
My Commission expires Sept. 10, 1975 Francisco L. Jones
Notary Public

STATE OF Arizona, INDIVIDUAL ACKNOWLEDGMENT (New Mexico Short Form)
County of Doane
The foregoing instrument was acknowledged before me this 30th day of June, 1973 by Thurman A. Maynard
My Commission expires January 13, 1974 Francisco L. Jones
Notary Public

No.	
OIL AND GAS LEASE	
NEW MEXICO	
FROM	TO
Date _____, 19____	
Section _____, Township _____, Range _____	
No. of Acres _____	
County, New Mexico	
Term _____	
STATE OF NEW MEXICO	
COUNTY OF _____	
I hereby certify that this instrument was filed for record on the _____ day of _____, A. D. 19____, at _____ o'clock _____ m., and was duly recorded in Book _____ at Page _____ of the Records of said County.	
County Clerk.	Deputy.
By _____	From 342 Hall-Donahue Press, Lowell, N. M.

STATE OF NEW MEXICO CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)
County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, President of _____ a _____ corporation on behalf of said corporation.
My Commission Expires: _____ Notary Public

STATE OF _____ CORPORATION ACKNOWLEDGMENT (New Mexico Short Form)
County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, President of _____ corporation on behalf of said corporation.
My Commission Expires: _____ Notary Public

BEFORE EXAMINER STAMETS
OIL CONSERVATION COMMISSION

None

CASE: 4764 & 4765

Submitted: _____

Hearing Date: _____

OIL & GAS LEASE

THIS AGREEMENT made this 1st day of June, 1972, between Michael P. Greco

Michael P. Greco and Amelia Hayes Miller, John A. Hayes & Thurman A. Hayes

Each of them in his or her capacity as of Carlsbad, New Mexico

(Post Office Address)

herein called lessor (whether one or more) and Michael P. Greco, lessee:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the covenants herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, and operating for and producing oil and gas, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals, the

following described land in City County, New Mexico, to-wit:

Township 6 South, Range 4 East, N. M. P. M.

Section 3, E/4 of S/4
Section 10, NW/4, 7/8 of NE/4
Section 9, SW/4 of E/4

For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 320 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of ten (10) years from this date (called "primary term"), and as long thereafter as oil or gas, is produced from said land or land with which said land is pooled.

3. The royalty to be paid by lessee hereunder on oil, and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the well or to the credit of lessor in the pipe line to which the wells may be connected; (b) on gas, including casinghead gas and all gas-soluble liquids, 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, and in any case when this lease is not valued by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas and/or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance annual shut-in royalty equal to the amount of delay rentals provided for in this lease for the acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered this lease shall not terminate and it will be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities, and such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be received under the lease if the well were in fact producing, or be paid or tendered to the credit of such party or parties in the depository bank and in the manner hereinafter provided for the payment of rentals.

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate

on both parties' consent on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of \$ 200.00 which shall cover the expense of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, however, the commencement of said operations may be further deferred for successive periods of twelve (12) months each during the primary term. Payment

or tender may be made to the lessor or to the credit of the lessor in the Carlsbad National Bank Bank

Carlsbad, New Mexico, 88001

which bank, or any successor thereof, shall be the agent for the lessor and lessor's heirs and assigns. If such bank (or any successor bank) shall fail, liquidate, or be succeeded by another bank, or if any such bank shall refuse to accept rental, lessee shall not be held in default until thirty (30) days after lessor shall deliver to lessee a recordable instrument in the form of a check or draft of lessee, mailed or delivered to said bank or lessor, or any lessor if more than one, on or before the rental, paying same. Any such payment or tender of rental or shut-in royalty which is made in a bona fide attempt to make proper payment but which is erroneous in amount, or in the name of the parties, or amounts, or depositories shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof by certified mail, return receipt requested, with such instruments as are necessary to enable lessee to make proper payment.

5. Lessee shall have the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other leases, mineral estates or parts thereof for the production of oil or gas. Units pooled hereunder shall not exceed the standard production unit as determined by the New Mexico Oil Conservation Commission or by other lawful authority for the pool or area in which said land is situated, plus a tolerance of five percent. The written unit designations in the county in which the premises are located and such units may be designated from time to time and extended or modified at the completion of wells. Drilling operations on or production from any part of any such unit shall be considered for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. There shall be no limitation on the land covered by this lease, except that any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of the unit covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit, however, as provided herein, may be dissolved by lessee by recording an appropriate instrument in the County where the land is situated and after the dissolution of a dry hole or the cessation of production on said unit.

6. If, at any time, oil or gas hereunder, lessee should drill and abandon a dry hole or holes hereunder, or if after discovery of oil or gas the production therefrom should cease for any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within 90 days after the date of abandonment of the same, or if it be within the primary term, commences or resumes the payment or tender of rentals or shut-in royalty, or commences or resumes production. If at the expiration of the primary term oil or gas is not being produced but lessee is then engaged in operations for reworking or additional drilling, or reworking of any well under this paragraph, lessee loses or junks the hole or well and after diligent efforts in good faith to rework or drill the well, or operations thereunder result in production, then this lease shall remain in full force so long as production is being produced hereunder.

7. Lessee shall have the right to use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be paid to lessor, or any one of them, Lessee shall have the right at any time during or after the expiration of this lease to remove all property and equipment from said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines on cultivated land, or on other land, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling of any owner of said land not needed for operations hereunder.

8. The estate or interest in the property hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, assigns and assigns of the owner or division in the ownership of the land, or in the ownership of or right to receive rentals, royalties or payments, however, the obligations of lessee shall be binding upon lessor for any purpose, and shall survive the death of the owner. If any such change in ownership occurs through the death of the owner, lessee may pay or tender the shut-in royalty or payments to the credit of the deceased or his estate in the depository bank until such time as lessor has been furnished with a certified copy of the instrument of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may pay or tender the shut-in royalty or payments to the credit of the deceased or his estate in the depository bank until such time as lessor has been furnished with a certified copy of the instrument of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the obligations of lessee shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental or shut-in royalty by any one of the leasehold owners shall constitute default by all of them. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, release the lessor of any obligations hereunder, and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of shut-in royalty or rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease as to the other part of said lands upon which lessee or any assignee thereof shall so comply or make such payments. Rentals as used in this paragraph shall mean shut-in royalty.

9. This lease shall be voided from complying with any express or implied covenant of this lease, or from conducting drilling or reworking operations hereunder, or from the operation of a gas hereunder by reason of scarcity or inability to obtain or use equipment or material, or by operation of force majeure, or by operation of any order, rule or regulation of governmental authority, then while so prevented, lessor's duty shall be suspended, and lessee shall not be held in default for non-compliance therewith; and this lease shall be extended while and so long as lessee is prevented by any such cause from conducting operations for producing oil or gas hereunder; and the time while lessee is so prevented shall not be counted against lessee, whether or not such operations are being conducted.

10. Lessor, his heirs and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors or assigns, by placing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; and the obligation, expressed or implied, of this agreement as to acreage so surrendered, and thereafter the rentals and shut-in royalty payments hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Witness my hand and seal of office at above written.

ILLEGIBLE