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		_					5. LEASE DEBIG	NATION A	ND SEBIAL NO.	
	· · · · · · · · · · · · · · · · · · ·	BUREAU OF LAND	MANA	GEMENT			LC-0620	552	ŧ	
APPLICA		PERMIT TO D	RILL,	DEEPEN, (	OR PLUG B	ACK	0. IF INDIAN, AL		R TRIBE NAME	
b. TTPE OF WEL		Re-entry D	EPEN		PLUG BAC	ск 🗆	7. UNIT AGREEN	ENT NAL	())	
OIL WELL X	GAS WELL	OTHER		RINGLE Zone						
		<b>D1</b> 1 D 1	<b>T 1</b>		Ba. Area Code &		Shugar	t-B		
W11 3. ADDRESS OF OF		Edward R. H	ludsol	nv	505-676-2	266	9. WELL NO.			
					RECEIVED		4			
4. LOCATION OF At SUFFACE	BOX 9, WELL (Report loca	Maljamar, Ne	W Me: rdance wi	th any State rea	quirements.*)		Snugar.	Y- SK	WILDCAT	
		NW 1/4, SW	1/4		DEC 20'90	) "	11. SEC., T., R., 1	M., OR BL	<u> </u>	
At proposed g	prod. zone	under 1	1.1	( it)	<u></u>		AND BURVEY	OR ARE.	L	
		1480 1.5 4	60	a wir	C, C, D.		Sec 11	T185	, R31E	
		TION FROM NEAREST TOW			ATTESIA, OFFIC	CE	12. COUNTY OR I	PARISH	13. STATE	
7.5 miles southwest of Maljamar, N.M. Eddy N.M.							Ν.Μ.			
LOCATION TO PROPERTY OR		. if any i		16. NO. OF AC	RES IN LEASE	TOT	PF ACRES ASSIGNED HIS WELL 40	D		
18. DISTANCE FR TO NEAREST	OM PROPOSED LOCA Well, Drilling, Co R, on this lease, P	TION <sup>®</sup> DMPLETED.		19. PROPOSED		20. ROTA	RY OR CANLE TOOL			
	Show whether DF, 1		······································	4126	1	l Reve	rse Circi	ulat	NG WILL START*	
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APPROVAL SUBJECT TO	
GENERAL REQUIREMENTS AND	•
SPECIAL STIPULATIONS	P¥
ATTACHED	07

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PXA 6-27-8	9		
070-4147		•	

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17 **0**5 []] IN ABOVE SPACE DESCRIDE PROPOSED PROGRAM : If proposal is to deepen or plug back, give data on present productive zone and proposed new productive zone. If proposal is to drill or deepen directionally, give pertinent data on subsurface locations and measured and true vertical depth preventer program, if any.

BIGNED	Hand TITLE Prod. Supt.	DATE 11/19/90
(This space for Federal or State	офсе ине)	
PERMIT NO	APPROVAL DATE	
APPROVED BY	TITLE	

## \*See Instructions On Reverse Side

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or accord of the

Form C-128 Revised 5/1/57

## NEW MEXICO OIL CONSERVATION COMMISSION

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## Well Location and Acreage Dedication Plat

ection A.		· , · · ·		Date <b>Ame 6th</b>	1957
erator <u>Indison</u>	& Indson, 1	Leas	e Shugart "B Township	189 Range	JLE NMPM
ocated 1980	Feet From 🕊	Section 11	<b>660</b> Fee	et From Webt	Line Acres
unty <b>Fddy</b> me of Producing	Formation	Elevation	Pool	North Shugart	
Yes <u>X</u> N If the answer consolidated	to question of by communitiza	one is "no," have ation agreement o on two is "no," list	the interests or otherwise? Yes all the owners	utlined on the pla of all the owners esNo and their respect	been [f answer is
	Wner		in beit - Sitter - Land Des	cription	
					·
ction.B			<u>,</u>	<b>-1</b> .	
			       	This is to cer information in above is true to the best of and belief.	Section A and complete
				HUDSON & HUD (Operato By Mun (Represent 1810 Eleotric Fort Worth, J	r) ative) Sevy-Tr Building
	FV4.h	7 ""		Address	
00 <sup>0</sup> <i>SHUGART</i> 660.0'-+0 NO. 4     				from field not surveys made b my supervision same is true a the best of my belief. Date Surveyed Ben Registered Pre	shown on the n B was plotted es of actual y me or under and that the nd correct to knowledge and <u>6-15-57</u>

(See instructions for completing this form on the reverse side)

### SURFACE USE PLAN

## FOR!

## WILLIAM A. & EDWARD R. HUDSON NO. 4, SHUGART B NW 1/4, SW 1/4, SEC. 11, T-18-S, R-31-E EDDY COUNTY, NEW MEXICO

- LOCATED: 7.0 air miles southwest of Maljamar, New Mexico
- FEDERAL LEASE NUMBER: LC-062052
- LEASE ISSUED: August 14, 1945
- RECORD LESSEE: Hudson & Hudson
- ACRES IN LEASE: 720
- SURFACE OWNERSHIP: Federal
- <u>GRAZING PERMITTEE</u>: Virgil Linam Estates P.O. Box 1503 Hobbs, New Mexico 88240
- POOL: Yates, Seven Rivers, Queen, GR-SA
- POOL RULES: 40 acre spacing for oil
- EXHIBITS: A. Road Map
  - B. Topography Map
  - C. County Map
  - D. Location Access Plat
  - E. Location Dimensions, Pit and Access Road
  - F. Pressure Control Equipment

### MULTI-POINT SURFACE USE & OPERATIONS PLAN

William A. & Edward R. Hudson Shugart -B-Well No. 4

- 1. Existing Roads
  - A. Exhibit -A- is a portion of a road map showing the location of the well site as staked. Take U.S. Highway 62/180 east from Carlsbad to State Road 360, take State Road 360 north to County Road 222, take County road 222 north to County Road 249, turn right on County Road 249 and go 1.2 miles, turn left on existing lease road and go 1/2 mile northeast, turn left and go 1/2 mile to the Hudson & Marathon Waterflood Plant, go 1/2 mile east from the waterflood plant and turn left, go 1/4 mile north to the well site.
  - B. Exhibit -B- show existing rods in the vicinity of the proposed well site.
- 2. Planned Access Road
  - A. The existing lease road will join the well location pad on the northeast corner.
  - B. Construction: No new roads will be built.
- 3. Location of Existing Wells:
  - A. Existing wells are shown on Exhibit -C-.

		Ex H. bi	·	<u>. L'</u> ,	HUDSON & HUDSON, INC. (Operator) Evention 1810 Electric Building Fort Worth, Texno Address
+-660.0'+-I	90 SHUGART - 660.0' NO. 4			- MAR MELLIN	This is to certify that the well location shown on the plat in Section B was plotted from field notes of actual surveys made by me or under my supervision and that the same is true and correct to the best of my knowledge and belief. Date Surveyed <u>6-15-57</u> <u>Ben</u> <u>Huller</u> , <u>h-</u> Registered Professional
-	0 350 660 590 IZ	zo 1650 1980 2310 2		l loco soo	Certificate No. /558 2.5. on the reverse side)

## MULTI-POINT SURFACE USE & OPERATIONS PLAN

William A. & Edward R. Hudson Shugart -B-Well No. 4

- 1. Existing Roads
  - A. Exhibit -A- is a portion of a road map showing the location of the well site as staked. Take U.S. Highway 62/180 east from Carlsbad to State Road 360, take State Road 360 north to County Road 222, take County road 222 north to County Road 249, turn right on County Road 249 and go 1.2 miles, turn left on existing lease road and go 1/2 mile northeast, turn left and go 1/2 mile to the Hudson & Marathon Waterflood Plant, go 1/2 mile east from the waterflood plant and turn left, go 1/4 mile north to the well site.
  - B. Exhibit -B- show existing rods in the vicinity of the proposed well site.
- 2. Planned Access Road
  - A. The existing lease road will join the well location pad on the northeast corner.
  - B. Construction: No new roads will be built.
- 3. Location of Existing Wells:
  - A. Existing wells are shown on Exhibit -C-.
  - B. Marathon Oil Company operates four wells in this quarter section which produce from the Bone Springs Formation.
- 4. Location of Existing and/or Proposed Facilities:
  - A. The existing facilities for this lease were abandoned and moved out in 1989. The old facilities was located in the center of the NE 1/4 of section 15. New facilities will be constructed on the same site.
- 5. Location and Type of Water Supply
  - A. Water needed for drilling operations will be purchased and trucked to the well site.
- 6. Source of Construction Materials
  - A. Caliche needed for construction work will be obtained from an existing quarry on Federal Land in Section 15 just to the southwest of our location, and will be trucked to the well site over existing roads.

#### MULTI-POINT SURFACE USE AND OPERATION PLAN

Page Two

Shugart -B-, Well No. 4

- 7. Waste Disposal
  - A. Drill cuttings will be disposed of in the temporary workover pit.
  - B. Remaining fluids will be allowed to evaporate in the reserve pit until the pit is dry enough for backfilling.
- 5 C. Water produced during tests will be disposed of in the temporary workover pit.
  - D. Oil produced during test will be stored in test tanks until transferred to the tank battery and sold.
  - E. Trash, waste paper, garbage and junk will be transported from the location and disposed of in a legal trash dump.
  - F. All trash and debris will be buried or removed from the the wellsite within 30 days after drilling and/or completion operations are finished.
- 8. Ancillary Facilities
  - A. None Required.
- 9. Wellsite Layout
  - A. Exhibit -E- shows the dimensions of the well pad, the pit and the road.
  - B. The temporary workover pit will be unlined, a four strand barbed wire fence will be built around the pit to keep livestock out. The pit will be covered with a net to keep birds out of any Hydro-carbons that may accumulate in the pit.
- 10. Plans For Restoration of Surface
  - A. Following re-entry and/or completion operations, all equipment and material not needed for further operations will be removed. Pits will be filled and the location will be cleaned of all trash and junk to leave the well site in an aesthetically pleasing condition as reasonably possible.
  - B. After abandonment, all equipment, trash and junk will be removed and the well site cleaned. Any special rehabilitation and/or special revegetation requirements of the surface management agency will be complied with and will be accomplished as rapidly as is reasonable possible.

MULTI-POINT SURFACE USE AND OPERATION PLAN

Page Three

Shugart -B- Well No. 4

- 11. Other Information
  - A. <u>Topography</u>: The surface is gently undulating with numerous dunes.
  - B. Soil: Top soil in the area of the well site is fine sand.
  - C. <u>Flora and Fauna</u>: Vegetation cover is moderate and include mesquite, shinnery oak, sand sage, yucca, weeds and range grasses. Wildlife consists of coyotes, rabbits, rodents, reptiles, dove and quail.
  - D. <u>Ponds and Streams</u>: There are no rivers, lakes, ponds or streams in the area.
  - E. <u>Residences and Other Structures</u>: There are no inhabited dwellings or other structures within one mile of the proposed well site.
  - F. <u>Archaeological, Historical, and Cultural</u>: None observed in the area.
  - G. <u>Land Use</u>: Oil and gas production, grazing, and wildlife habitat.
  - H. Surface Ownership: Federal
- 12. Operator's Representative
  - A. The field representatives that are responsible for assuring compliance with the approved surface use plan are:

Dwaine Howard - Production Superintendent P.O. Box 9, Maljamar, New Mexico 88264 Phone: 505/676-2266 (Office) 505/676-3338 (Mobile) 505/67604311 (Home)

Jimmy Smith - Field Foreman #25 Halftrack Lane, Artesia, New Mexico 88210 Phone: 505-676-3339 (Mobile) 505-746-6263 (Home) MULTI-POINT SURFACE USE AND OPERATION PLAN

Page Four

Shugart -B-, Well No. 4

13. Certification: I hereby certify that I, or persons under my direct supervision have inspected the proposed drill site and access route; that I am familiar with the conditions which presently exist; that the statements made in this plan are to the best of my knowledge true and correct; and that the work associated with the operations and proposed herein will be performed by Hudson & Hudson Oil Producers and its contractors and sub-contractors in conformity with this plan and the terms and conditions under which it is approved. A well location sign showing operators name, well no., section range and township will be installed at the well site prior to operations beginning.

November 20, 1990 Date

Dwaine Howard Production Superintendent Hudson & Hudson







Form 4-218 (April 1956)

## UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Office New Merico Serial ... IC. 062052

#### LEASE OF OIL AND GAS LANDS UNDER THE ACT OF **EXCHANCE** FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, as of December 1, 1959 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the lessor, and

## Hudson & Hudson, Inc. 1810 Electric Building

Fort Worth, Texas hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 80 U. S. C. sec. 181 et seq.), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee .-- That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the partly in Shugart field: T. 18 S., R. 31 E., NMPM Sec. 3: Lots 1, 2,  $S_2^{1}NE_4^{1}$ ,  $SW_4^{1}$ 11:  $NE_4^{1}$ ,  $W_2^{1}SW_4^{1}$ 15:  $NE_4^{1}$ ,  $SW_4^{1}$ 

arig assay munit to Emperos Que Mow North dated 8/15/45-

# Subject to Public Law 555, 83rd Congress

880.1L acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, containing waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

#### SEC. 2. In consideration of the foregoing, the lessee agrees:

(a) Bonds.-(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of \$5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 192.100 (e) applicable to this lease. (b) Cooperative or unit plan.—Within 30 days of demand, or, if

the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States. (c) Wells.—(1) To drill and produce all wells necessary to pro-

tect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount

be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) Payments.---Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) Contracts for disposal of products .- To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any WILLIAM A. & EDWARD R. HUDSON Shugart B Lease Well No. 4 Sec. 11, T-18-S, R-31-E Eddy County, N.M.

JC-06205/2-/

EXHIBIT -E-



## WILLIAM A. & EDWARD R. HUDSON

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## EXHIBIT -F---

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Shugart  $-B_-$  Well No. 4 NW 1/4, SW 1/4 Sec. 11, T18S, R31E Eddy County, New Mexico