

Date: Tuesday, February 10, 2004

- To: Oil Conservation Division Mike Stogner Phone: 505-476-3465 Fax: 505-476-3462
- From: McKay Oil Corporation April McKay Phone: 505-623-4735 Fax: 505-624-2202

Pages: 6

Subject:NSL Administrative Approval request for the South Four Mile Draw B Fed Com #8Y.

PMESO-405033984

McKay Oil Corporation



MAILING ADDRESS: P.O. BOX 2014 ROBWELL, N.M. 88202 • TELEPHONE 505 / 623 - 4735 STREET ADDRESS: ONE MCKAY PLACE ROBWELL, N.M. 88201 • FAX NO. 505 / 624 - 2202

February 10, 2004

New Mexico Energy, Minerals, & Natural Resources Department Mr. Mike Stogner Chief Examining Officer 1220 S. St. Francis Drive Santa Fe, NM 87505

Re: South Four Mile Draw B Fed Com #8Y

Mr. Stogner:

McKay Oil Corporation requests an administrative approval for the South Four Mile Draw B Fed Com #8Y located at 708' FSL & 2129' FEL in Section 22, T6S, R26E in Chaves County, NM in accordance to Division Rule 1207.A (2) (a,b,c). Location needed to be unorthodox due to slight draw to North and significant hill to the east causing terrain to be more difficult to build if moved further east as well as geological reasons. There have been no lease right changes in all of Section 22, T6S, R22E.

In regards to Sec 22, T6S, R22E, McKay Oil Corporation acquired all rights from Elaine Wolf on February 10, 1979 retaining an override of .04 for lease NM-36194.

T6S, R22E Sec 22, East ½ HBP-McKay Oil Corporation

T6S, R22E Sec 22, E/2 of the SW/4 100% Operating Rights-McKay Oil Corporation/

T6S R22E Sec 23, W/2 of the SW/4 100% Operating Rights-Yates Petroleum

LEASES

PRODUCTION

INVESTMENTS

PAGE 03

T6S, R22E Sec 23, SW/4 of the NW/4 100% Operating Rights-Yates Petroleum

T6S, R22E Sec 27 100% Operating Rights-McKay Oil Corporation

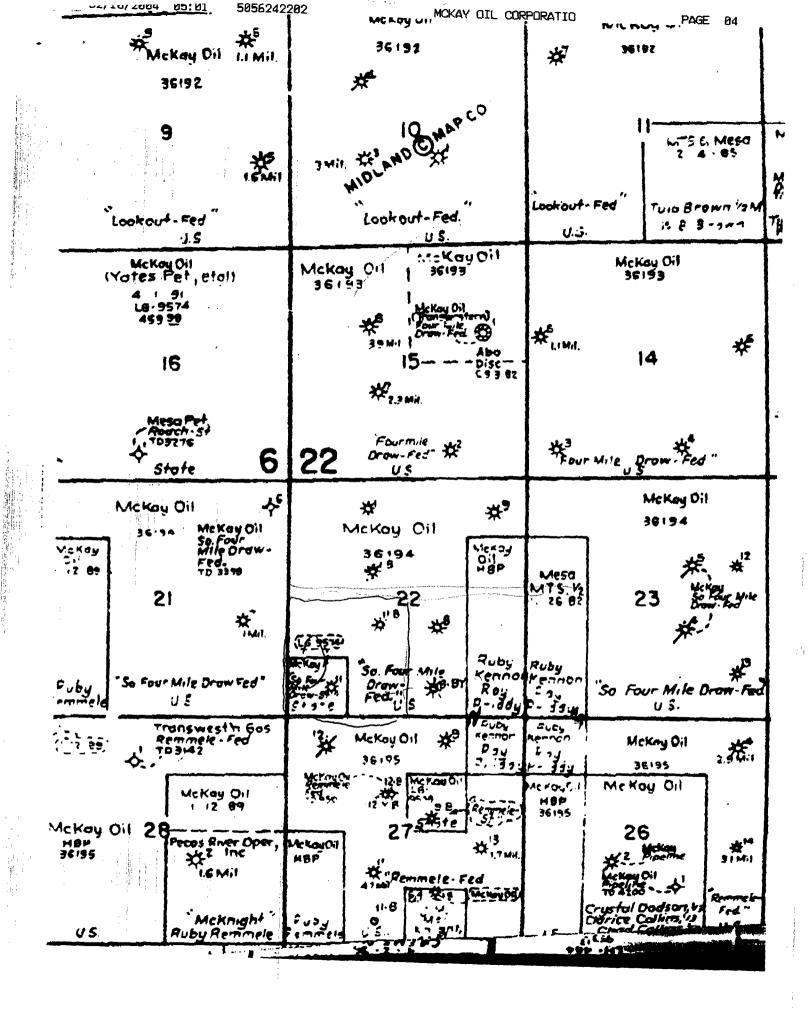
In any event, McKay Oil Corporation, McKay Petroleum Corporation hereby give its approval for said unorthodox location.

Please see attached letter from Yates Petroleum also granting approval of said unorthdox location.

Should this information be sufficient, please administratively approve NSL for the South Four Mile Draw B Fed Com #8Y.

Sincerely, April D. McKay

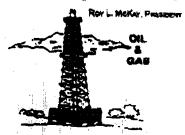
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FEB-10-2004 TUE 03:20 PM YATES PETROLEUM LAND 02/06/2004 02:47 5055242202 MCKAY DIL CORPORATIO FAX NO. 5057484572 MCKAY DIL CORPORATIO

PAGE 05 1, 02 PAGE 02

Mc Kay Cil Corporation .



Mailing Address: P.O. Box 2014 Roswell, N.M. 88202 - Telephons 505 / 623 - 4735 Street Addres: One McKay Place Roswell, N.M. 88201 + Pax No. 505 / 824 + 2202

Friday, February 06, 2004

Chuck Moran/Kathy Porter Yates Petroleum Corporation 105 S 4th St Artesia, NM 88210

RE:

South Four Mile Draw B Fed Com 8Y Sec 22, T6S, R22E 708' FSL & 2129'FEL Chaves County, NM

Dear Chuck or Kathy:

McKay Oil Corporation requests a non standard location for the South Four Mile Draw B Fed Com #8Y. Yates owns the W/2 of the SW/4 and the SW/4 of the NW/4 of Sec 23, T6S, R22E. Yates also owns the NW/4 of the NW/4 of Sec 26, T6S, R22E. Should you not object to this location, please execute and <u>fax back to McKey Oil Corporation at</u> 505-624-2202 as soon as possible. Should you have any questions, please do not restitute to call.

Yates Petroleum has no objections to this location.

Yates Perform Corporation BY: Kathy H. Porter, CPL Land Manager

February 10, 2004 Date

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<ul> <li>ments made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by p tracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by many bounds, and further states that there are no settlers on unsurveyed lands described herein.</li> <li>6. Offeror % is covered by protracted in the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statement should be filed as prescribed in item 6 of the Special Instructions.)</li> <li>7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment then that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further states that (a) to offer or in part, unless the withdrawal is roceived by the land office before this lease, an amendment withdrawal is roceived by the land office before this lease, an amendment withdrawal is roceived by the land office before this lease, an amendment is not be withdrawal is roceived by the land office before this lease, an amendment is cover any land the offer or in part, unless the withdrawal is roceived by the land office before this lease.</li> </ul>	menta tracte and b 6. Offeror shoul 7. Offeror that for a offer ment Unit field. 8. If this 1 agree 9. It is he made Offeror du	options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each l ing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in CFR 3103.2 (d) Offeror is 21 vesus of age or over (or if a corporation or other leval entity, is duly qualified as shown by st
7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment then that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lea- for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) to offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amen-	7. Offeror that for a offer ment Unite field. 8. If this 1 agree 9. It is her made	ments made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by j tracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by m and bounds, and further states that there are no settlers on unsurveyed lands described herein.
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<ul> <li>United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or field.</li> <li>8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror furt agrees to be bound by the terms and conditions contained in that form.</li> <li>9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and made in good faith.</li> </ul>		and bounds, and further states that there are no settlers on unsurvoyed lands described herein. fferor $\{\xi_i\}$ is $[-]$ is not the sole party in interest in this offer and lease, if issued. (If not the sole party in interest, statem should be filed as prescribed in item 5 of the Special Instructions.) fferor's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment then that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this le that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this le for any reason, or signature to, or acceptance of, any scharate lease for such land. The offeror in the speces that (d) offer cannot be withdrawn, either in whole or in part, unless the withdrawal is roceived by the land office before this lease, an and ment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in bahalf of United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or agrees to be bound by the terms and conditions contained in that form. is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and made in good faith,
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