

OIL CONSERVATION COMMISSION

P. O. BOX 2088

SANTA FE, NEW MEXICO 87501

October 18, 1977

Case 9713

C Mr. Tom L. Ingram
Box 1757
Roswell, New Mexico 88201

Re: \$50,000 Blanket Plugging Bond
Tom L. Ingram, Principal
American Employers' Insurance
Company, Surety
Bond No. AE 71301 94

O Dear Mr. Ingram:

P The Oil Conservation Commission hereby approves the
above-captioned blanket plugging bond to replace the current
bond. As of this date, release of the \$10,000 Blanket Plugging
Bond, American Employers' Insurance Company, Surety, is
approved.

Very truly yours,

Y
JOE D. RAMEY,
Secretary-Director
JDR/LT/dr

cc: American Employers' Ins. Co.
Robert V. Ely Insurance
Box 1912
Roswell, New Mexico 88201

Oil Conservation Commission
Hobbs, Artesia, Aztec

STATE OF NEW MEXICO

Revised 6-17-77

\$50,000.00 BLANKET PLUGGING BOND

BOND NO. AE 71301 94
(For Use of Surety Company)

(Note: File with Oil Conservation Commission, P. O. Box 2088, Santa Fe 87501)

KNOW ALL MEN BY THESE PRESENTS:

That Tom L. Ingram, (An individual) (a partnership) (a corporation organized in the State of _____, with its principal office in the city of _____, State of _____, and authorized to do business in the State of New Mexico), as PRINCIPAL, and American Employers' Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, and authorized to do business in the State of New Mexico, as SURETY, are held firmly bound unto the State of New Mexico, for the use and benefit of the Oil Conservation Commission of New Mexico pursuant to Section 65-3-11, New Mexico Statutes Annotated, 1953 Compilation, as amended, in the sum of Fifty Thousand Dollars (\$50,000.00) lawful money of the United States, for the payment of which, well and truly to be made, said PRINCIPAL and SURETY hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that:

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO₂) gas leases, or helium gas leases with the State of New Mexico; and

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO₂) gas leases, or helium gas leases on lands patented by the United States of America to private individuals, and on lands otherwise owned by private individuals; and

WHEREAS, The above principal, individually, or in association with one or more other parties, has commenced or may commence the drilling of wells to prospect for and produce oil or gas, or carbon dioxide (CO₂) gas or helium gas, or does own or may acquire, own or operate such wells, or such wells started by others on land embraced in said State oil and gas leases, or carbon dioxide (CO₂) gas leases, or helium gas leases, and on lands patented by the United States of America to private individuals, and on lands otherwise owned by private individuals, the identification and location of said wells being expressly waived by both principal and surety hereto.

NOW, THEREFORE, If the above bounden principal and surety or either of them or their successors or assigns, or any of them, shall plug all of said wells when dry or when abandoned in accordance with the rules, regulations, and orders of the Oil Conservation Commission of New Mexico in such way as to confine the oil, gas, and water in the strata in which they are found, and to prevent them from escaping into other strata;

THEN, THEREFORE, This obligation shall be null and void; otherwise and in default of complete compliance with any and all of said obligations, the same shall remain in full force and effect.

PROVIDED, HOWEVER, That thirty (30) days after receipt by the Oil Conservation Commission of New Mexico of written notice of cancellation from the surety, the obligation of the surety hereunder shall terminate as to property or wells acquired, drilled, or started after said thirty (30) day period but shall continue in effect, notwithstanding said notice, as to property or wells theretofore acquired, drilled, or started.

Tom L. Ingram
PRINCIPAL
POB 1757
Roswell, N. M. 88201
Address
By Tom L. Ingram
Signature

American Employers' Insurance Company
SURETY
ROBERT V. ELY INSURANCE
POB 1912, Roswell, N. M. 88201
Address
By Robert V. Ely
Attorney-in-Fact

Title

(Note: Principal, if corporation, affix corporate seal here.)

(Note: Corporate surety affix corporate seal here.)

ACKNOWLEDGMENT FORM FOR NATURAL PERSONS

STATE OF New Mexico)
COUNTY OF Chaves) ss.

On this 17th day of October, 1977, before me personally appeared Tom L. Ingram, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission expires

5/3/81

Joan Hayes
Notary Public

ACKNOWLEDGMENT FORM FOR CORPORATION

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known who, being by me duly sworn, did say that he is _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission expires

Notary Public

ACKNOWLEDGMENT FORM FOR CORPORATE SURETY

STATE OF New Mexico)
COUNTY OF Chaves) ss.

On this 13th day of October, 1977, before me appeared Robert V. Ely, to me personally known, who, being by me duly sworn, did say that he is Attorney in Fact of American Employers' Insurance Company and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

5/3/79

My Commission expires

(Note: Corporate surety attach power of attorney.)

Arthur K. Brunson
Notary Public

APPROVED BY:
OIL CONSERVATION COMMISSION OF NEW MEXICO

By John D. Kline

Date _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Mass., hath made, constituted and appointed, and does by these presents make and constitute and appoint **ROBERT V. ELY** and **ALTHEA BROWNSON** both of Roswell, New Mexico

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings required in amounts not exceeding TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the AMERICAN EMPLOYERS' INSURANCE COMPANY at a meeting duly called and held on the Sixteenth day of July, 1959:

Resolved: That the President, or any Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the AMERICAN EMPLOYERS' INSURANCE COMPANY at a meeting duly called and held on the Twentieth day of February, 1964:

"Resolved: That the signature of the President, or any Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the AMERICAN EMPLOYERS' INSURANCE COMPANY, has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary this 4th day of April 19 70.



Attest: William D. Bogar Secretary

AMERICAN EMPLOYERS' INSURANCE COMPANY

By John G. Thompson Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 4th day of April 19 70, before me personally came John G. Thompson, Vice-President, and William D. Bogar, Secretary of the AMERICAN EMPLOYERS' INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Robert L. Marzelli
Robert L. Marzelli — Notary Public
(My Commission expires June 5, 1975)

CERTIFICATE

I, the undersigned, Assistant Secretary of the AMERICAN EMPLOYERS' INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at the City of Boston. Dated this 13th day of October 19 77.



Eileen E. Leavitt
Assistant Secretary

STATE OF NEW MEXICO
\$10,000.00 BLANKET PLUGGING AND INDEMNITY BOND

BOND NO. _____
(For Use of Surety Company)

(Note: File with Oil Conservation Commission, Santa Fe, New Mexico.)

KNOW ALL MEN BY THESE PRESENTS:

That Tom L. Ingram, (an individual) (a partnership) (a corporation organized in the State of _____, with its principal office in the city of _____, State of _____, and authorized to do business in the State of New Mexico), as PRINCIPAL, and American Employers Insurance Company, a corporation organized and existing under the laws of the State of Massachusetts, and authorized to do business in the State of New Mexico with duly appointed resident agent licensed in the State of New Mexico to execute this bond on behalf of the surety company, as SURETY, are held firmly bound unto the State of New Mexico, for the use and benefit of the Oil Conservation Commission of New Mexico pursuant to Section 65-3-11, New Mexico Statutes Annotated, 1953 Compilation, as amended, and for the use and benefit of purchasers holding purchase contract or deed to State lands, with minerals reserved, their grantees or successors in interest, pursuant to Section 7-11-20, New Mexico Statutes Annotated, 1953 Compilation, as amended, in the sum of Ten Thousand (\$10,000.00) Dollars lawful money of the United States, for the payment of which, well and truly to be made, said PRINCIPAL and SURETY hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that:

WHEREAS, The above principal has heretofore or may hereafter enter into oil and gas leases, or carbon dioxide (CO₂) gas leases, or helium gas leases with the State of New Mexico; and

WHEREAS, Said leases were entered into by the said principal, subject to the requirements of the provisions of Section 7-11-20, New Mexico Statutes Annotated, 1953 Compilation, as amended; and

WHEREAS, All or part of the lands embraced in said leases have been sold, with minerals reserved to the State of New Mexico, to various purchasers who hold limited patents from the State of New Mexico or State purchase contracts; and

WHEREAS, The above principal, individually, or in association with one or more other parties, has commenced or may commence the drilling of wells to prospect for and produce oil or gas, or carbon dioxide (CO₂) gas or helium gas, or does own or may acquire, own or operate such wells, or such wells started by others on land embraced in said State oil and gas leases, or carbon dioxide (CO₂) gas leases, or helium gas leases, and on lands patented by the United States of America to private individuals, and on lands otherwise owned by private individuals, the identification and location of said wells being expressly waived by both principal and surety hereto.

NOW, THEREFORE, If the above bounden principal and surety or either of them or their successors or assigns, or any of them, shall plug all of said wells when dry or when abandoned in accordance with the rules, regulations, and orders of the Oil Conservation Commission of New Mexico in such way as to confine the oil, gas, and water in the strata in which they are found, and to prevent them from escaping into other strata;

AND FURTHER, If the above bounden principal and surety or either of them or their successors or assigns, or any of them, upon demand shall make good and sufficient recompense, satisfaction or payment unto the holders of State purchase contracts or holders of patents for State lands, with minerals reserved to the State, their heirs, executors, administrators, successors and assigns, for all damages to the livestock, range, water, crops, or tangible improvements on such lands as may be suffered by such purchasers or their successors in interest, by reason of such development, use or occupancy of such lands by such lessee or principal, or for such damages as a court of competent jurisdiction may determine and fix in any action brought on this bond;

THEN, THEREFORE, This obligation shall be null and void; otherwise and in default of complete compliance with any and all of said obligations, the same shall remain in full force and effect.

PROVIDED, HOWEVER, That thirty (30) days after receipt by the Oil Conservation Commission of New Mexico of written notice of cancellation from the surety, the obligation of the surety hereunder shall terminate as to property or wells acquired, drilled, or started after said thirty (30) day period but shall continue in effect, notwithstanding said notice, as to property or wells theretofore acquired, drilled, or started.

Signed and sealed this 24th day of October, 19 66.

Tom L. Ingram
PRINCIPAL

AMERICAN EMPLOYERS INSURANCE COMPANY
SURETY

By _____
Signature Title

By Robert V. Ely
Attorney-in-Fact

(Note: Principal, if corporation, affix corporate seal here.)

(Note: Corporate surety affix corporate seal here.)

(Note: If corporate surety executes this bond by an attorney-in-fact not in New Mexico, the resident New Mexico agent shall countersign here below.)

Countersigned by:

New Mexico Resident Agent Address
Box 1912, Roswell, N. M.

***** Acknowledgment Form for Natural Persons *****

STATE OF New Mexico)
COUNTY OF Chaves) ss.

On this 25 day of Oct, 1966, before me personally appeared Tom L. Ingram, to me known to be the person (persons) described in and who executed the foregoing instrument and acknowledged that he (they) executed the same as his (their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Arthur K. Brown
Notary Public

My Commission expires 6-8-67

***** Acknowledgment Form for Corporation *****

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission expires _____ Notary Public

***** Acknowledgment Form for Corporate Surety *****

STATE OF New Mexico)
COUNTY OF Chaves) ss.

On this 24th day of October, 1966, before me appeared Robert V. Ely to me personally known, who, being by me duly sworn, did say that he is Attorney in Fact, of American Employers Insurance Company and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

Arthur K. Brown
Notary Public

My Commission expires 6/8/67

(Note: Corporate surety attach power of attorney.)

APPROVED BY:
Houston B. Hayes
Commissioner of Public Lands

APPROVED BY:
OIL CONSERVATION COMMISSION OF NEW MEXICO
By A. L. Carter



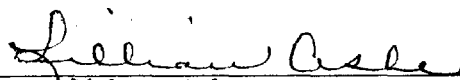
**CERTIFIED COPY OF POWER OF ATTORNEY
AMERICAN EMPLOYERS' INSURANCE COMPANY**

STATE OF **Texas**
COUNTY OF **El Paso**

} ss.

I, the undersigned, Attorney-in-Fact of the AMERICAN EMPLOYERS' INSURANCE COMPANY, do hereby certify that I have compared the following Power of Attorney with the original thereof and that the following is a full, true and accurate copy of the original which is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company on


Lillian Ashe, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS, that the AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Mass., hath made, constituted and appointed and does by these presents make and constitute and appoint

Robert V. Ely of Roswell, New Mexico

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute and acknowledge for and on its behalf as surety any and all bonds or undertakings required in amounts not exceeding **One hundred and fifty thousand dollars (\$150,000.)**

~~POWER OF ATTORNEY FOR THE AMERICAN EMPLOYERS' INSURANCE COMPANY~~

and to bind the AMERICAN EMPLOYERS' INSURANCE COMPANY thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the AMERICAN EMPLOYERS' INSURANCE COMPANY at a meeting duly called and held on the Eighteenth day of October, 1937.

Resolved: That the President, or any Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are, also, authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

IN WITNESS WHEREOF, the AMERICAN EMPLOYERS' INSURANCE COMPANY, has caused these presents to be signed by its **Vice-** President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary on **December 27, 1937**

AMERICAN EMPLOYERS' INSURANCE COMPANY

(Seal)

By **(Signed) L. F. Ballerene**
Vice- President

Attest: **(Signed) Joseph H. Johnson**
Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

On the date of the execution of the preceding instrument, before me personally came the above-named **Vice-** President and Assistant Secretary of the AMERICAN EMPLOYERS' INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

(Signed) Viola H. MacKeon
Notary Public

