

1952

AGREEMENT AFFECTING WATER WELL

STATE OF NEW MEXICO     Ø

COUNTY OF LEA           Ø

WHEREAS, Gulf Oil Corporation, P. O. Box 1938, Roswell, New Mexico, hereinafter referred to as "Gulf" by virtue of State Oil and Gas Lease No. E-8742, Gulf's Lea-State "GB" Lease No. 63,568, has drilled and cased a well for oil and gas purposes, said well being Gulf's Lea-State "BG" No. 2 located 660 feet FN&WL, Section 10, Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico; and

WHEREAS, said well has fully served its purpose for oil and gas operations under said lease and Gulf is ready to strip, salvage, plug and abandon said well; and

WHEREAS, Mr. John E. Post, 3114 Barkley Street, Midland, Texas, as the owner and holder of Grazing Lease GH-344, has expressed a desire to take over and operate said well as a water well in connection with said Grazing Lease and has agreed to obtain any and all water rights, permits, rights-of-way and other consents necessary to operate said water well, and has in addition agreed to assume all liability for plugging said well when the same can be or is no longer used, holding Gulf harmless from any liability or damage whatever resulting from failure to properly plug or arising in any other way from the permission to take over and use said ~~John E. Post~~ water well given herein by Gulf to the said John E. Post. *J. E. P.*

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged and confessed, Gulf Oil Corporation hereby grants, sells, sets over and assigns unto John E. Post insofar only as it is able to grant, sell, set over and assign, all its interest in the well situated 660 feet FN&WL, Section 10, Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico.

It is expressly covenanted and agreed by John E. Post as follows:

- (1) That he has agreed to obtain at his own cost, risk and expense any and all water rights, permits, rights-of-way and other consents necessary to operate said water well for the purposes intended by the said John E. Post;
- (2) That he has assumed full liability to properly plug and abandon said well when the same can be or is no longer used as a water well;
- (3) That he expressly agrees to hold Gulf harmless from any liability or damage whatever resulting from failure to properly plug or arising in any other way from the permission to take over and use said water well given herein by Gulf to the said John E. Post.

The Agreement shall be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF we have hereunto set our hands and seals this

30th day of October, 1961.

GULF OIL CORPORATION

APPROVED:  
[Signature]  
Assistant Secretary

By [Signature]  
Attorney-in-Fact

[Signature]  
JOHN E. POST

STATE OF NEW MEXICO     )  
COUNTY OF CHAVES     )

The foregoing instrument was acknowledged before me this 30th day of October, 1961, by W. E. [Signature], Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

[Signature]  
Notary Public

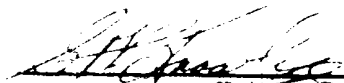
My Commission Expires:  
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Law	<u>[Signature]</u>
Compt.	
Exp.	
Post	<u>[Signature]</u>

STATE OF Texas                      §

COUNTY OF Winkler                      §

The foregoing instrument was acknowledged before me this 10th  
day of November, 1961, by JOHN E. POST.

 G.A. Knowles  
Notary Public

My Commission Expires:

6-12-63