

12:11 PM 6 14  
AGREEMENT AFFECTING WATER WELL

STATE OF NEW MEXICO        |  
COUNTY OF LEA             |

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. 1 located 1980 feet FN&EL, Section 15, 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 water well given herein by Gulf to the said John E. Post.

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 1980 feet FN&EL, Section 15, Township 24 South, Range 35 East, N.M.P.M., Lea County, New Mexico.



1961 SEP 28 PM 6 14  
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 28<sup>th</sup> day of September, 1961.

GULF OIL CORPORATION

ATTEST:

H. C. Vivian  
Assistant Secretary

By

W. A. Shellshear  
Attorney-in-Fact

John E. Post  
JOHN E. POST

STATE OF NEW MEXICO |

COUNTY OF CHAVES |

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 1961, by W. A. Shellshear, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

L. B. Parker  
Notary Public

My Commission Expires:

10-8-61

[illegible]

Age Group	2003	2004	2005
18-29	~85%	~88%	~90%
30-49	~75%	~78%	~80%
50-69	~65%	~68%	~70%
70+	~55%	~58%	~60%

STATE OF Texas

COUNTY OF Winkler

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

 G.A. Knowles  
Notary Public

My Commission Expires:  
June 12, 1963

WVK:ej1  
6-27-61  
(8)



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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.

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GULF OIL CORPORATION

ATTEST:

Secretary

By

W. A. Shellhear  
Attorney-in-Fact

John E. Post  
JOHN E. POST

STATE OF NEW MEXICO

COUNTY OF CHAVES

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L. B. Parker  
Notary Public

My Commission Expires:

6-4-62