

Case No.

971

Application, Transcript,  
Small Exhibits, Etc.

BEFORE THE  
OIL CONSERVATION COMMISSION  
SANTA FE, NEW MEXICO  
EXHIBIT No. 2  
CASE 971

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION OF THE  
ETZ DEEP UNIT AREA  
LEA COUNTY, NEW MEXICO  
NO. \_\_\_\_\_

THIS AGREEMENT, entered into as of the 9th day of September,  
1955, by and between the parties subscribing, ratifying, or consenting  
hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of working, royalty  
or other oil or gas interests in the unit area subject to this agreement; and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as  
amended, 30 U.S.C. Secs. 181 et seq., authorizes Federal lessees and their  
representatives to unite with each other, or jointly or separately with others,  
in collectively adopting and operating under a cooperative or unit plan of  
development or operation of any oil or gas pool, field, or like area, or  
any part thereof, for the purpose of more properly conserving the natural  
resources thereof whenever determined and certified by the Secretary of the  
Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico  
is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to  
consent to or approve this agreement on behalf of the State of New Mexico,  
insofar as it covers and includes lands and mineral interests of the State  
of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico  
is authorized by law (Chap. 72, Laws of 1935, as amended by Chap. 193,  
Laws of 1937, Chap. 166, Laws of 1941, and Chap. 168, Laws of 1949)  
to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the  
Etz Deep Unit Area covering the land hereinafter described to give  
reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve  
natural resources, prevent waste, and secure other benefits obtainable  
through development and operation of the area subject to this agreement  
under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises  
herein contained, the parties hereto commit to this agreement their  
respective interests in the below defined unit area, and agree severally  
among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Act of February 25, 1920,  
as amended, supra, and all valid pertinent regulations, including opera-  
ting and unit plan regulations, heretofore issued thereunder or valid  
pertinent and reasonable regulations hereafter issued thereunder are  
accepted and made a part of this agreement as to Federal lands, pro-  
vided such regulations are not inconsistent with the terms of this agree-  
ment; and as to non-Federal lands, the oil and gas operating regulations  
in effect as of the effective date hereof governing drilling and producing  
operations, not inconsistent with the terms hereof or the laws of the  
State in which the non-Federal land is located, are hereby accepted and  
made a part of this agreement.

2. UNIT AREA: The following described land as to all formations  
and depths below four thousand (4,000) feet below the surface of the  
ground is hereby designated and recognized as constituting the Etz  
Deep Unit area:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 20 S., R. 33E.

Sec. 35: 9 $\frac{1}{2}$   
Sec. 36: All

T. 21 S., R. 32 E.

Sec. 1: All  
Sec. 2: All  
Sec. 3: SE $\frac{1}{4}$   
Sec. 10: E $\frac{1}{2}$   
Sec. 11: All  
Sec. 12: All  
Sec. 13: All  
Sec. 14: All  
Sec. 15: E $\frac{1}{2}$   
Sec. 23: NE $\frac{1}{4}$   
Sec. 24: NE $\frac{1}{4}$

T. 21 S., R. 33E.

Sec. 6: Lots 3, 4, 5, 6, 11, 12, 13,

14, 17, 18, E $\frac{1}{2}$  SE $\frac{1}{4}$

Sec. 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$  W $\frac{1}{2}$

Sec. 18: Lots 1, 2, 3, 4, E $\frac{1}{2}$  W $\frac{1}{2}$

Situated in Lea County, New Mexico, containing 7,928.48 acres,  
more or less.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", or the Commissioner of Public Lands, hereinafter referred to as "Commissioner", and not less than six copies of the revised exhibits shall be filed with the Supervisor, and at least one copy shall be filed with the Commissioner and one copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "Commission".

The above described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner, after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing



the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

(b) Said notice shall be delivered to the Supervisor and Commissioner and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor and Commissioner evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application, in sufficient number, for approval of such expansion or contraction, and with appropriate joinders:

(d) after due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director and Commissioner, become effective as of the date prescribed in the notice thereof.

(e) Automatic Elimination - All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless at the expiration of said 5 year period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations

are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 90 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled, "Unavoidable Delay"; provided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by unit operator and subject to approval of the Director. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2 (e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2 (e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES: The above described  
land as to all depths and formations below 4000 feet below the surface  
of the ground shall constitute land referred to herein as "unitized  
land" or "land subject to this agreement". All oil and gas in any and  
all formations of the unitized land, below the depth of 4000 feet, are  
unitized under the terms of this agreement and herein are called  
"unitized substances".

4. UNIT OPERATOR. Phillips Petroleum Company, a Delaware Cor-  
poration with an operating office at Bartlesville, Oklahoma, is  
hereby designated as Unit Operator and by signature hereto as Unit  
Operator agrees and consents to accept the duties and obligations of  
Unit Operator for the discovery, development, and production of unitized  
substances as herein provided. Whenever reference is made herein to the  
Unit Operator, such reference means the Unit Operator acting in that  
capacity and not as an owner of interest in unitized substances, and  
the term "working interest owner" when used herein shall include or refer  
to Unit Operator as the owner of a working interest when such an interest  
is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator  
shall have the right to resign at any time prior to the establishment  
of a participating area or areas hereunder, but such resignation shall  
not become effective so as to release Unit Operator from the duties and  
obligations of Unit Operator and terminate Unit Operator's rights as  
such for a period of 6 months after notice of intention to resign has  
been served by Unit Operator on all working interest owners, the Director  
and Commissioner, and until all wells then drilled hereunder are placed  
in a satisfactory condition for suspension or abandonment whichever is  
required by the Supervisor as to Federal lands and the Commission as to  
State and privately-owned lands, unless a new Unit Operator shall have  
been selected and approved and shall have taken over and assumed the  
duties and obligations of Unit Operator prior to the expiration of said  
period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but, in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director and Commissioner.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSION UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in

such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that, if a majority but less than 75 percent of the working interest qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest

owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor, and one true copy with the Commissioner, prior to approval of this agreement by the Director.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY. Within six months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, if such location is upon lands of the United States, and if upon State or privately owned lands, such location shall be approved by the Commission or Commissioner whichever is appropriate, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling

diligently until the Devonian formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor and the Commissioner that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 15,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor if on Federal land, or the Commissioner if on State land or the Commission if on privately owned land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder. Nothing in this Section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or to continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this Section. The Director and the Commissioner may modify the drilling requirements of this Section by granting reasonable extensions of time, when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this Section, the Director and the Commissioner may, after reasonable notice to the Unit Operator and each working interest owner, lessee, and lessor at

their last known addresses, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner and the Commission, an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner and the Commission, a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the diligent drilling necessary for determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Such plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of this approved plan of development.



The Supervisor and Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and Commission shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor or the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission a schedule, based on sub-divisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of completion of such well or the effective date of this agreement, whichever is later. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner and the Commission. The participating

area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the unit operator and approved by the Director. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retro-active adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner and the Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner, respectively, and the amount thereof deposited as directed by the Supervisor and Commissioner, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal land, and Commissioner as to wells on State

land, and the Commission as to wells on privately-owned land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total number of acres of unitized land in said participating area except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise.

It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal land, the Commissioner as to State land, and the Commission as to privately owned land, at such party's sole risk, cost and expense, drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by Unit Operator in accordance with the terms of this agreement and the unit operating agreement. \

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and the State of New Mexico and all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws, and regulations, on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the Commissioner and the Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area, and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free

as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the Commissioner and the Commission as conforming to good petroleum engineering practice, and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

Royalty due on account of State and privately-owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

15. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States, unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rentals paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement, and until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

16. RIGHTS OF WORKING INTEREST OWNERS IN UNITIZED SUBSTANCES.

Notwithstanding any provision contained herein to the contrary, if any, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the Unit Operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

Any working interest owner who takes its share of the unitized substances in kind shall pay or secure the payment of the royalty on its interest and furnish at its own expense all tankage and other equipment necessary for taking said unitized substances in kind and shall also pay any other additional expenses of Unit Operator occasioned thereby. Likewise, any royalty owners who under existing contracts are entitled to take their share of the unitized substances in kind shall furnish at their own expense all equipment necessary in connection therewith, and shall reimburse Unit Operator for all expenses incurred on account thereof; provided, that as to Federal lands such expense, equipment and storage of royalty oil taken in kind shall be assumed and furnished pursuant to the provisions of the Federal leases involved.

17. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and

efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulations.

18. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for Federal land, or as approved by the Commissioner as to State land, or as determined by agreement between the Unit Operator and the royalty owner as to fee land.

19. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives do hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective



predecessors in interest, or any of them.

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary and Commissioner, or their duly authorized representatives shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized lands.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States committed to this agreement which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term

so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954 (68 Stat. 583, 585): "Any (Federal) lease hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands fully committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if unitized substances are discovered and are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or

the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same as to all lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of unitized substances, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands.

20. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

21. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and shall terminate five years after such date unless (a) such date of expiration is extended by the Director and Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formation tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and Commissioner, or (c) a valuable discovery of unitized substances has

been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i. e., in this particular instance in quantities sufficient to pay for the cost of producing the same from wells on unitized land within any participating area established hereunder, and should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and the Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

22. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement, when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or

State law; provided, however, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

Powers in this Section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

23. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provision thereof to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained.

24. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior, the Commissioner of Public Lands and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the Commissioner or Commission, or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the Commissioner or Commission, or any other legally

constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

25. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

26. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

27. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

28. FAIR EMPLOYMENT. In connection with the performance of work under this agreement, the Operator agrees not to discriminate against

any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

29. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor, and with the Commissioner of Public Lands of the State of New Mexico, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

30. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, Commissioner and the Unit Operator prior to the approval of this agreement by the Director. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and if the interest is a working interest, by the owner of such interest also subscribing to the Unit Operating Agreement. After operations are commenced hereunder, the right of subsequent joinder as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the Unit Operating Agreement. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this unit agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Joinder by any owner of a non-working interest at any time must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided, subsequent joinders to this Agreement shall be effective as of the first day of the month following the filing with the Supervisor, the Commissioner and the Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, Commissioner or Commission.

31. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or



may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

ATTEST:

[Signature]  
Assistant Secretary

Date September 9, 1955

PHILLIPS PETROLEUM COMPANY

By [Signature]  
Vice President

Address Phillips Building

APPROVED AS TO FORM

By [Signature]  
Attorney  
Phillips Petroleum Company

Bartlesville, Oklahoma

UNIT OPERATOR AND  
WORKING INTEREST OWNER

WORKING INTEREST OWNERS

ATTEST:

[Signature]  
Secretary

Date SEP 13 1955

SKELLY OIL COMPANY

By [Signature]  
Vice President

Approved as to  
Form [Signature]

Address Skelly Oil Building

Tulsa, Oklahoma

ATTEST:

[Signature]  
Secretary

Date September 13, 1955

ANDERSON-PRICHARD OIL CORPORATION

By [Signature]  
President

Address Liberty Bank Building

Oklahoma City 2, Oklahoma

ATTEST:

Marie Rodgers  
Assistant Secretary

Date Sept. 28, 1955

CONTINENTAL OIL COMPANY

By W. H. Harn  
President ATTORNEY IN FACT

Address 1710 Fair Building  
Fort Worth 2, Texas

*[Handwritten initials and signatures]*

ATTEST:

L. G. Edelman  
Assistant Secretary

Date Sept. 21, 1955

THE OHIO OIL COMPANY

By F. L. Fox  
Vice President F. L. Fox

Address P. O. Box 552  
Midland, Texas

Approved  
As To Form  
*[Circular stamp with signature]*

ATTEST:

Robert G. Bundy  
Secretary

Date Sept. 22, 1955

SOUTHERN CALIFORNIA PETROLEUM CORPORATION

By William A. Mann  
VICE President

Address P. O. Box 1071  
Midland, Texas

APPROVED AS TO

Terms EPM  
Form Home 9/1/55

Date SEP 14 1955

THE TEXAS COMPANY

J. M. Marshall, Jr.  
ATTORNEY-IN-FACT

Address PRODUCING DEPT  
P. O. BOX 1720  
FORT WORTH 1, Texas

Date \_\_\_\_\_

Address \_\_\_\_\_

Date

Sept. 15, 1955

Address

H. L. BROWN,  
FORT WORTH NAT'L BANK BLDG.  
FORT WORTH, TEXAS

Date

Sept. 15, 1955

Address

Elizabeth Brown

Date

Sept. 15, 1955

Address

W. Ridley Wheeler  
W. RIDLEY WHEELER  
FORT WORTH NAT'L BANK BLDG.  
FORT WORTH, TEXAS

Date

Sept. 15, 1955

Address

Elaine Northcutt Wheeler

Date

Address

Date: SEPT. 17, 1955

E. A. Culbertson  
E. A. CULBERTSON  
Box 1071  
Midland, Texas

Date: SEPT. 17, 1955

Marion Culbertson  
MARION CULBERTSON

Date: SEPT. 17, 1955

Wallace W. Irwin  
WALLACE W. IRWIN  
Box 1071  
Midland, Texas

Date: SEPT. 17, 1955

Kathleen Irwin  
KATHLEEN IRWIN

RICHARDSON & BASS  
a partnership composed of  
S. W. Richardson and Perry R. Bass

SEP 19 1955

By S. W. Richardson  
S. W. Richardson, Partner

SEP 19 1955

By Perry R. Bass  
Perry R. Bass, Partner

SEP 19 1955

By Nancy Lee Bass  
Nancy Lee Bass, wife of  
Perry R. Bass

Address RICHARDSON & BASS  
12th Floor Ft. Worth National Bank Bldg.  
FORT WORTH, TEXAS

OTHER PARTIES

Marion Culbertson  
Marion Culbertson

Date SEPT. 17, 1955

BOX 1071  
Address MIDLAND, TEXAS

Kathleen Groves  
Kathleen Groves

Date SEPT. 17, 1955

BOX 1071  
Address MIDLAND, TEXAS

Attest  
Robert R. Randy  
Secretary

Date SEP 22 1955

SOUTHERN CALIFORNIA PETROLEUM  
CORPORATION  
William A. Mannon  
VICE-PRESIDENT  
Address BOX 1071  
MIDLAND, TEXAS

Attest  
Robert R. Randy  
Secretary

Date SEP 22 1955

CAMPBELL DRILLING COMPANY  
W. H. Woodward  
PRESIDENT  
Address BOX 1071  
MIDLAND, TEXAS

Date \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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STATE OF OKLAHOMA I

COUNTY OF WASHINGTON I

On this 9<sup>th</sup> day of September, 1955, before me appeared C.O. STARK to me personally known, who, being by me duly sworn, did say that he is Vice President of PHILLIPS PETROLEUM COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said C.O. STARK acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

12-29-57

Nadun Shilton  
Notary Public in and for Washington County,  
Oklahoma.

STATE OF OKLAHOMA I

COUNTY OF TULSA I

On this 13<sup>th</sup> day of Sept., 1955, before me appeared A. L. GISHMAN to me personally known, who, being by me duly sworn, did say that he is Vice President of SKELLY OIL COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said A. L. GISHMAN acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

HAZEL M. BRADY

Notary Public, Tulsa County, Oklahoma  
My Commission Expires January 21, 1957

Hazel M. Brady  
Notary Public in and for Tulsa County,  
Oklahoma.

STATE OF OKLAHOMA I

COUNTY OF OKLAHOMA I

On this 13<sup>th</sup> day of September, 1955, before me appeared ROLAND V. RODMAN to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of ANDERSON-PRICHARD OIL CORPORATION, a corporation, and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said ROLAND V. RODMAN acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:

1-13-58

Mary Jane M<sup>c</sup>Allister  
Notary Public in and for Oklahoma County,  
Oklahoma.

STATE OF TEXAS

COUNTY OF TARRANT

On this 28<sup>th</sup> day of September, 1955, before me appeared W. O. HAM, JR. to me personally known, who, being by me duly sworn, did say that he is ATTORNEY IN FACT President of CONTINENTAL OIL COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. O. HAM, JR. acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

June 1, 1957

Mary E. Mackerney MARY E. MACKERNEY  
Notary Public in and for Tarrant County,  
Texas.

STATE OF OHIO

COUNTY OF Hancock

On this 21<sup>st</sup> day of September, 1955, before me appeared E. L. Fox to me personally known, who, being by me duly sworn, did say that he is Vice President of OHIO OIL COMPANY, a corporation, and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said E. L. Fox acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

E. L. SIMON  
NOTARY PUBLIC, HANCOCK COUNTY, OHIO  
MY COMMISSION EXPIRES JUNE 27, 1958

E. L. Simon  
Notary Public in and for Hancock  
County, OHIO.

STATE OF California

COUNTY OF Los Angeles

On this 22<sup>nd</sup> day of September, 1955, before me appeared WILLIAM H. MANNON to me personally known, who, being by me duly sworn, did say that he is Vice President of SOUTHERN CALIFORNIA PETROLEUM CORPORATION, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said WILLIAM H. MANNON acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

My Commission Expires Aug. 21, 1959

Robert Woodward  
Notary Public in and for Los Angeles  
County, California.



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

On this 15th day of September, 1955, before me personally appeared H. L. BROWN and ELIZABETH MARIE BROWN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires:

June 1, 1957

Mary Evelyn Scott  
Mary Evelyn Scott, Notary Public in and for  
Tarrant County, Texas

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me were

STATE OF TEXAS  
COUNTY OF TARRANT

On this 15th day of September, 1955, before me personally appeared W. RILEY WHEELER and FLORENCE WHEELER, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires:

June 1, 1957

Mary Evelyn Scott  
Mary Evelyn Scott, Notary Public in and for  
Tarrant County, Texas

STATE OF TEXAS  
COUNTY OF TARRANT

On this 14th day of September, 1955, before me appeared J. H. MARKLEY, to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact for The Texas Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said J. H. MARKLEY acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this the 14th day of September, 1955.

My Commission Expires  
June 1, 1957

Ann Schroeder  
Notary Public in and for  
Tarrant County, Texas

ANN SCHRÖDER

STATE OF TEXAS  
COUNTY OF MIDLAND

On this 17th day of September, 1955, before me personally appeared E. A. CULBERTSON and MARION CULBERTSON, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

June 1, 1957

Gertrude S. Ruff Gertrude S. Ruff  
Notary Public in and for  
Midland County, Texas

STATE OF TEXAS  
COUNTY OF MIDLAND

On this 17th day of September, 1955, before me personally appeared WALLACE W. IRWIN and KATHLEEN IRWIN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

June 1, 1957

Gertrude S. Ruff Gertrude S. Ruff  
Notary Public in and for  
Midland County, Texas

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

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

My Commission expires:

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF Texas |

COUNTY OF Tarrant |

On this 19 day of September, 1955, before me personally appeared S. W. Richardson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My Commission expires:

June 1, 1957

Patricia Frazier  
Notary Public in and for Tarrant  
County Texas.

STATE OF Texas |

COUNTY OF Tarrant |

On this 19 day of September, 1955, before me personally appeared Perry R. Bass to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My Commission expires:

June 1, 1957

Patricia Frazier  
Notary Public in and for Tarrant  
County Texas.

STATE OF TEXAS

COUNTY OF TARRANT

On this 19th day of September, 1955, before me personally appeared NANCY LEE BASS, wife of Perry R. Bass, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

My Commission expires:

June 1, 1957

Patricia Frazier  
Notary Public in and for  
Tarrant County, Texas.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

My Commission expires: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_


On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

On this 11th day of September, 1955, before me appeared Tyler F. W. \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is President of \_\_\_\_\_ Company, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Tyler F. W. \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires May 23, 1958

STATE OF \_\_\_\_\_

  
Notary Public in and for Los  
Angeles County, California

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

My Commission expires: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

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

My Commission expires: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

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

My Commission expires: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

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

My Commission expires: \_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

**EXHIBIT "B"**  
**ETZ DEEP UNIT, IEA COUNTY, NEW MEXICO**  
**TWPS. 20 and 21 SOUTH, RGS. 32 and 33 EAST**

**SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS**  
**INTERESTS IN ALL LANDS IN THE UNIT AREA**

Tract No.	Description of Land	No. of Acres	Application or Serial No. & Effective Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest Owner*
<b>FEDERAL LAND</b>							
1	T-21-S, R-32-E Sec. 1: All	955.20	LC 063466 USA 9/1/46	All	Southern California Petroleum Corporation E. A. Culbertson $\frac{1}{2}$ Wallace W. Irwin $\frac{1}{2}$	Oil Royalties Corp., $\frac{1}{4}$ of 1% Max W. Coll 1/8 of 1% Estate of F. A. Andrews $\frac{1}{2}$ of 1% Argo Oil Corp., $\frac{1}{4}$ of 1% Eleanor T. Wheeler 1% Marion Culbertson 3/16 of 1% Kathleen Irwin 3/16 of 1% Southern California Petroleum 2 3/4% Total 5%	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson 1/20 Wallace W. Irwin 1/20 The Texas Company 2/5
2	T-21-S, R-32-E Sec. 3: E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	LC 063467 USA 10/1/46	All	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{2}$ Wallace W. Irwin $\frac{1}{2}$	Oil Royalties Corp., $\frac{1}{4}$ of 1% Hattie C. Evans 1/8 of 1% H. E. Cowley $\frac{1}{4}$ of 1% Max W. Coll 1/8 of 1% Estate of F. A. Andrews $\frac{1}{4}$ of 1% Argo Oil Corp. $\frac{1}{4}$ of 1% Marion Culbertson 15/16 of 1% Kathleen Irwin 15/16 of 1% Camay Drilling Co. 1 7/8% Total 5%	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson 1/20 Wallace W. Irwin 1/20 The Texas Company 2/5
3	T-21-S, R-32-E Sec. 10: NE $\frac{1}{4}$	160.00	LC 063664 USA 3/1/51	All	Lucy R. Muse	Pauline V. Trigg et vir John H. Trigg 5%	Richardson & Bass

4	T-21-S, R-32-E Sec. 2: Lots 11, 12, 13, 14.	160.00	LC 069493 USA 3/1/50	ALL	H. R. Brown $\frac{1}{2}$ W. R. Wheeler $\frac{1}{2}$	Fenelon Boesche et ux Martha Watson Boesche $\frac{3}{8}$	H. R. Brown $\frac{1}{2}$ W. R. Wheeler $\frac{1}{2}$
5	T-21-S, R-32-E Sec. 2: Lots 1-10, 15, 16 Sec. 10: SE $\frac{1}{4}$ Sec. 13: S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 14: S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 15: E $\frac{1}{2}$ T-21-S, R-33-E Sec. 18: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$	1428.05	LC 070042 USA 8/1/49	ALL	Skelly Oil Company		Skelly Oil Company
6	T-21-S, R-32-E Sec. 23: NW $\frac{1}{4}$ Sec. 24: NW $\frac{1}{4}$	640.00	NM 0672 USA 3/1/50	ALL	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{2}$ Wallace W. Irwin $\frac{1}{4}$	Marion Culbertson $\frac{1}{2}$ Kathleen Irwin $\frac{1}{2}$ Canay Drilling Co. $\frac{2}{3}$ Total $\frac{5}{8}$	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{2}$ Wallace W. Irwin $\frac{1}{4}$ The Texas Company $\frac{2}{5}$
7	T-21-S, R-32-E Sec. 3: NW $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	NM 0732 USA 11/1/51	ALL	Ewell H. Muse, Jr.	Ralph Lannom et ux Renalee Lannom \$500. per acre out of $\frac{3}{8}$ production	Richardson & Bass
8	T-20-S, R-33-E Sec. 35: S $\frac{1}{2}$	320.00	NM 0890A USA 4/1/50	ALL	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{2}$ Wallace W. Irwin $\frac{1}{4}$	F. A. Andrews $\frac{3}{8}$ of $\frac{1}{8}$ $\frac{1}{8}$ Marshall & Winston, Inc. $\frac{1}{4}$ of $\frac{1}{8}$ D. M. Wallace $\frac{1}{4}$ of $\frac{1}{8}$ Ronald K. Deford $\frac{1}{4}$ of $\frac{1}{8}$ Neill Wills $\frac{1}{4}$ of $\frac{1}{8}$ W. P. Sanders $\frac{1}{8}$ of $\frac{1}{8}$ Mrs. Jimmie Saunders individually and as executrix of the Estate of H. P. Saunders, Jr., and the devisees of H. P. Saunders, Jr. Total $\frac{5}{8}$	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{2}$ Wallace W. Irwin $\frac{1}{4}$ The Texas Company $\frac{2}{5}$

9  
T-21-S, R-32-E  
Sec. 13: N<sub>2</sub><sup>1</sup>, N<sub>2</sub><sup>2</sup>, S<sub>2</sub><sup>1</sup>  
Sec. 14: N<sub>2</sub><sup>1</sup>, N<sub>2</sub><sup>2</sup>, S<sub>2</sub><sup>1</sup>

960.00 NM 01046 USA ALL O. M. Mills

Alva Nye Etz 50/750 of 1 7/8% Phillips Petroleum Company  
Southland Royalty Co.  
125/750 of 1 7/8%  
Wallace W. Irwin 125/1500 of 1 7/8%

Southern California Petroleum Corp. 125/1500 of 1 7/8%

R. M. Barron 25/750 of 1 7/8%  
P. H. Hewitt 50/750 of 1 7/8%  
R. K. Stovall 50/750 of 1 7/8%  
Eleanor English 100/750 of 1 7/8%  
Ray E. Hubbard 6/80 of 1 7/8%  
G. E. Hubbard 6/80 of 1 7/8%  
W. W. Lechner 6/80 of 1 7/8%  
Lulu Snively Rush Blair 3/80 of 1 7/8%  
Boyce Rush Davis 3/160 of 1 7/8%  
Ruth Rush Weaver 3/160 of 1 7/8%  
Total 1 7/8%

10  
T-21-S, R-32-E  
Sec. 11: N<sub>2</sub><sup>1</sup>, S<sub>2</sub><sup>1</sup>  
Sec. 12: W<sub>2</sub><sup>1</sup>

640.00 NM 01070 USA ALL Phillips Petroleum Company and Anderson-Pritchard Oil Corporation

Alva Nye Etz 50/750 of 1 7/8% Phillips Petroleum Company and Anderson-Pritchard Oil Corporation  
Southland Royalty Co.  
125/750 of 1 7/8%  
Wallace W. Irwin 125/1500 of 1 7/8%

Southern California Petroleum Corp. 125/1500 of 1 7/8%

R. M. Barron 25/750 of 1 7/8%  
P. H. Hewitt 50/750 of 1 7/8%  
R. K. Stovall 50/750 of 1 7/8%  
Eleanor English 100/750 of 1 7/8%  
Ray E. Hubbard 6/80 of 1 7/8%  
G. E. Hubbard 6/80 of 1 7/8%  
W. W. Lechner 6/80 of 1 7/8%  
Lulu Snively Rush Blair 3/80 of 1 7/8%  
Boyce Rush Davis 3/160 of 1 7/8%  
Ruth Rush Weaver 3/160 of 1 7/8%  
Total 1 7/8%



11 T-21-S, R-32-E  
Sec. 11: NW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Sec. 12: E $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$

560.00 NM 01162  
3/1/50

USA ALL

Anderson-Prichard  
Oil Corp.

12 T-21-S, R-32-E  
Sec. 12: W $\frac{1}{2}$  NE $\frac{1}{4}$

80.00 NM 01163  
11/1/50

USA ALL

Anderson-Prichard  
Oil Corp.

Alva Nye Etz 50/750 of  
1 7/8% Anderson-Prichard  
Oil Corp.  
Southland Royalty Co.  
125/750 of 1 7/8%  
Wallace W. Irwin 125/1500  
of 1 7/8%  
Southern California Pet-  
roleum Corp. 125/1500 of  
1 7/8%

R. M. Barron 25/750 of 1 7/8%  
P. H. Pewitt 50/750 of 1 7/8%  
R. K. Stovall 50/750 of 1 7/8%  
Eleanor English 100/750 of 1 7/8%  
Ray E. Hubbard 6/80 of 1 7/8%  
G. E. Hubbard 6/80 of 1 7/8%  
W. W. Lechner 6/80 of 1 7/8%  
Lulu Snively Rush Blair 3/80  
of 1 7/8%  
Boyce Rush Davis 3/160 of 1 7/8%  
Ruth Rush Weaver 3/160 of 1 7/8%  
Total 1 7/8%

Alva Nye Etz 50/750 of  
1 7/8% Anderson-Prichard  
Oil Corp.  
Southland Royalty Co.  
125/750 of 1 7/8%  
Wallace W. Irwin 125/1500  
of 1 7/8%  
Southern California Pet-  
roleum Corp. 125/1500 of  
1 7/8%

R. M. Barron 25/750 of 1 7/8%  
P. H. Pewitt 50/750 of 1 7/8%  
R. K. Stovall 50/750 of 1 7/8%  
Eleanor English 100/750 of 1 7/8%  
Ray E. Hubbard 6/80 of 1 7/8%  
G. E. Hubbard 6/80 of 1 7/8%  
W. W. Lechner 6/80 of 1 7/8%  
Lulu Snively Rush Blair 3/80 of 1 7/8%  
Boyce Rush Davis 3/160 of 1 7/8%  
Ruth Rush Weaver 3/160 of 1 7/8%  
Total 1 7/8%

13 T-21-S. R-32-E  
Sec. 2: S $\frac{1}{2}$

14 T-21-S. R-32-E  
Sec. 6: Lots 3, 4, 5 & 6

320.00 NM 01294 USA All Ewell H. Muse, Jr.  
 148.47 NM 02388 USA All Lucy R. Muse  
 11/1/50

Harold A. Thompson, et ux Richardson & Bass  
 Shirley Thompson 5%

I. W. Bosworth et ux Richardson & Bass  
 Esther Bosworth 3%  
 C. T. Seale et ux  
 Jimmie M. Seale 2%  
 Total - 5%

14. FEDERAL TRACTS, CONTAINING 6,531.72 ACRES OR 82.38% OF UNIT AREA

\*Some working interests are held under Option Agreements, which will be promptly exercised upon approval of the Unit Agreement.

Tract Description No.	No. of Acres	Serial No. & Expiration date of lease	Basic Royalty & Percentage	Leases of Record	Overriding Royalty & Percentage	Working Interest
<u>STATE LAND</u>						
15 <u>T-21-S, R-33-E</u> Sec. 6: Lots 11, 12, 18, SE $\frac{1}{4}$ SW $\frac{1}{4}$	151.02	E 1933 6/10/58	State of New Mexico All	Phillips Petroleum Co.		Phillips Petroleum Company
16 <u>T-21-S, R-33-E</u> Sec. 18: Lots 3, 4 E $\frac{1}{2}$ SW $\frac{1}{4}$	151.87	E 1935 6/10/58	State of New Mexico All	Phillips Petroleum Co.		Phillips Petroleum Co.
17 <u>T-21-S, R-33-E</u> Sec. 7: Lots 1, 2, 3, 4 E $\frac{1}{2}$ W $\frac{1}{2}$	302.84	E 2371 1/10/59	State of New Mexico All	The Ohio Oil Company		The Ohio Oil Co.
18 <u>T-21-S, R-33-E</u> Sec. 6: Lots 13, 14 17, NE $\frac{1}{4}$ SW $\frac{1}{4}$	151.03	E 8101 4/20/64	State of New Mexico All	Skelly Oil Co.		Skelly Oil Co.
19 <u>T-20-S, R-33-E</u> Sec. 36 All	640.00	E 8669 11/16/64	State of New Mexico All	Continental Oil Co.		Continental Oil Company

5 STATE TRACTS, CONTAINING 1396.76 ACRES OR 17.62% OF UNIT AREA

TOTAL 19 TRACTS, CONTAINING 7,928.48 ACRES, ETZ DEEP UNIT AREA

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 C. F. R. sec. 4.611, 12 F. R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Etz Deep Unit Area, State of New Mexico.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated \_\_\_\_\_.

Director, United States Geological Survey.

R. 33 E.

T. 20 S.

7-20-5

T. 21 S.

215

R. 32 E.

R. 33 E.

EXHIBIT "A"

PHILLIPS PETROLEUM COMPANY - OPERATOR

ETZ DEEP UNIT

LEA COUNTY, NEW MEXICO

SCALE: 1" = 2000'

Date Submitted \_\_\_\_\_

☒ FEDERAL LANDS  
☐ STATE LANDS  
o PROPOSED TEST WELL

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

October 7, 1955

Attest: \_\_\_\_\_

OIL ROYALTIES CORPORATION

\_\_\_\_\_  
President

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1730 Osage  
Bartlesville, Okla

Adm. Mills  
Adm. Mills

Date: JANUARY 20, 1956

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1730 Osage  
Bartholomew, Okla

Adm. Mills  
Adm. Mills

Date: JANUARY 20, 1956

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF OKLAHOMA }  
COUNTY OF WASHINGTON } SS

On this 20<sup>th</sup> day of JANUARY, 1956, before me personally appeared

O. M. MILLS and ADA M. MILLS, his wife

\_\_\_\_\_ to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Nathan Shelton  
Notary Public in and for Washington  
County, Oklahoma.

My Commission Expires December 29, 1957

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF **CALIFORNIA** }  
COUNTY OF **LOS ANGELES** }

On this **7th** day of **October**, 195**5**, before me appeared \_\_\_\_\_

**JACQUES VINHONT**, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of **OIL ROYALTIES CORPORATION** a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said **JACQUES VINHONT** acknowledged said instrument to be the free act and deed of said corporation.

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

*Barbara W. Cooper*  
Notary Public in and for **LOS ANGELES**  
County, **STATE OF CALIFORNIA**

My commission expires:

My Commission Expires May 10, 1959

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 919,

Roswell, New Mexico

Date: \_\_\_\_\_

Date: 12/27/55

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

On this 6th day of January, 1956, before me personally appeared

M. W. Coll and Lillian H. Coll, his wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Z. J. Jackson  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:

November 24, 1956

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

P. O. Box 1344  
Albuquerque, N. M.

Albuquerque National Bank, Testamentary  
Trustee of Frank A. Andrews, deceased  
By Ralph A. Andrews

Vice President

ATTEST:

P. K. Roberts

Asst. Cashier

Date: October 12, 1955

S.E.A.

Selma E. Andrews

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

President

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF California }  
COUNTY OF Los Angeles } SS

On this 21st day of October, 1955, before me personally appeared \_\_\_\_\_

Selma E. Andrews. ( a widow. )

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

[Signature]  
Notary Public in and for Los Angeles  
County, California.  
My Commission Expires October 22, 1959

My commission expires:

STATE OF New Mexico }  
COUNTY OF Bernalillo }

On this 12 day of October, 1955, before me appeared \_\_\_\_\_

Ralph E. Becker, to me personally known, who, being by me duly sworn, did say that he is Vice President of Albuquerque National Bank, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said Ralph E. Becker acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]  
Notary Public in and for Bernalillo  
County, New Mexico.

My commission expires:

9/20/59

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

ARGO OIL CORPORATION

\_\_\_\_\_

1728 Milam Bldg.,  
San Antonio, Texas

\_\_\_\_\_

Date: October 4, 1955

\_\_\_\_\_

Attest: *[Signature]*  
Assistant Secretary

ARGO OIL CORPORATION  
By *[Signature]*  
Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF BEYAR )

On this 4th day of October, 1955, before me appeared \_\_\_\_\_

S. R. COHAGAN, to me personally known, who, being by me duly sworn, did say that he is Vice President of ARGO OIL CORPORATION, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said S. R. COHAGAN acknowledged said instrument to be the free act and deed of said corporation.

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

Mildreda M. Morgan (Mildreda M. Morgan)  
Notary Public in and for Bexar  
County, Texas.

My commission expires:

June 1, 1957



CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1205 West Illinois

*Blair Wheeler*

Midland, Texas

Date: October 18, 1955

Date:

Attest:

President

STATE OF TEXAS )  
COUNTY OF MIDLAND ) SS

On this 18th day of October, 1955, before me personally appeared

ELEANOR WHEELER

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Dorene Franklin  
Notary Public in and for Midland  
County, Texas

DORENE FRANKLIN

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

611 South Roselawn,

Hattie C. Evans

Artesia, New Mexico.

Date: October 3, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

On this 3rd day of October, 1955, before me personally appeared  
Hattie C. Evans

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

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

Lela Elliott  
Notary Public in and for Eddy  
County, New Mexico.

My commission expires:

October 8, 1958

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

3315 N.E. Stanton St

Portland Oregon

Same

H.E. Cawley

Laura D. Cawley

Date: Oct 17 - 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Oregon )  
COUNTY OF Multnomah ) SS

On this 17th day of October, 1955, before me personally appeared

H. E. CAWLEY and LAURA D. CAWLEY - - - - -

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

[Signature]  
Notary Public in and for Multnomah  
County, Oregon.

My commission expires:

July 21, 1959.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

313 Drew Building

Tulsa 3, Oklahoma

Date: September 14, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Thurman Boesche

Martha Watson Boesche

\_\_\_\_\_  
President

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

On this 14th day of September, 1955, before me personally appeared

FENELON BOESCHE

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Virginia H. Marton  
Notary Public in and for Tulsa  
County, Oklahoma.

My commission expires:

December 27, 1957

STATE OF Oklahoma )  
COUNTY OF Tulsa ) SS

On this 7th day of October, 1955, before me personally appeared

Marta Watson Boesche, wife of  
Fenelon Boesche

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Virginia H. Marton  
Notary Public in and for Tulsa  
County, Oklahoma.

My commission expires:

Dec. 27, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_



CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

Ralph Lammom  
Ronald B. Lammom

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF New Mexico )  
COUNTY OF Chaves ) SS

On this 17<sup>th</sup> day of September, 1955, before me personally appeared  
Ralph Lannon and Renalee B. Lannon, his  
wife,  
to me known to be the person s described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

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

Emerson B. Lodhunter  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:

My Commission Expires  
February 23, 1958

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

MARSHALL & WINSTON, INC.

1054 Broxton Avenue,  
Los Angeles 24, California

Date: October 7, 1955

Samuel H. Marshall, President  
Donald Winston, Secy

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF NEW MEXICO )  
COUNTY OF CHAVEZ )

On this 24th day of October, 1958, before me appeared \_\_\_\_\_

Sam'l E. Marshall, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of Marshall & Winston, Inc., a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said Sam'l E. Marshall acknowledged said instrument to be the free act and deed of said corporation.

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

Charlotte Landry  
Notary Public in and for Chavez  
County, New Mexico.

My commission expires:

Jan. 1, 1959

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1832 Commerce Bldg

J M Wallace

Houston, Texas

Date: Nov 15, 1955

1832 Commerce Bldg

Elizabeth Wallace

Houston, Texas

Date: Nov 15, 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Texas )  
COUNTY OF Harris ) SS

On this 15 day of November, 1955, before me personally appeared

R. M. Wallace & wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Dorothy Bailey Sherrill  
Notary Public in and for Harris  
County, Texas.

DOROTHY DAILEY SHERNILL  
NOTARY PUBLIC, HARRIS COUNTY, TEXAS  
MY COMMISSION EXPIRES 6-1-57.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1903 Sandstone Drive

Austin 3, Texas

Date: 11 November 1975

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Ronald K. DeFord  
Mary Anne DeFord

\_\_\_\_\_  
President

STATE OF TEXAS )  
COUNTY OF TRAVIS ) SS

On this 11TH day of November, 1955, before me personally appeared

Ronald K. De Ford

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Marion Narwin  
Notary Public in and for Travis  
County, Texas.

My commission expires:

May 31, 1957

STATE OF TEXAS )  
COUNTY OF TRAVIS ) SS

On this 11th day of November, 1955, before me personally appeared

Mary Anna De Ford

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Marion Narwin  
Notary Public in and for Travis  
County, Texas.

My commission expires:

May 31, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_



CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 529

Carlsbad, New Mexico

Date: November 30, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

J. H. Will

Mary E. Will

\_\_\_\_\_  
President

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

On this 30th day of November, 1955, before me personally appeared

Neil H. Wills AND Mary E. Wills his wife

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that They executed the same as their free act and deed.

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

R. L. Bunnell  
Notary Public in and for Eddy  
County, N.M.

My commission expires:

8-21-58

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

# CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1442 Swiss Road

W. P. Saunders

Santa Fe, New Mexico

Virginia Lee Saunders

Date: October 7, 1955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF New Mexico )  
COUNTY OF Santa Fe ) SS

On this 2<sup>nd</sup> day of October, 1955, before me personally appeared  
M. P. Saunders and Virginia Lee Saunders, his wife

to me known to be the persons described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

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

Olivia R. Coats  
Notary Public in and for Santa Fe  
County, New Mexico.

My commission expires:

May 20, 1959

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_

Elyse Saunders Patterson

\_\_\_\_\_

Date: \_\_\_\_\_

Lue Saunders Graham

\_\_\_\_\_

Sperry Saunders Jones

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Missouri }  
COUNTY OF Jackson } SS

On this 25<sup>th</sup> day of October, 1955, before me personally appeared

Elyse Saunders Patterson

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Jean Baker  
Notary Public in and for Jackson  
County, Missouri

My commission expires:

April 20, 1956

STATE OF Utah }  
COUNTY OF Salt Lake } SS

On this 10<sup>th</sup> day of November, 1955, before me personally appeared

Elyse Saunders Patterson

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

J. A. Luntz  
Notary Public in and for Salt Lake  
County, Utah

My commission expires:

March 12, 1956

### Acknowledgment

STATE OF NEW MEXICO, }  
County of CHAVES } SS.

On this the 9<sup>th</sup> day of November, 1955, before me personally appeared Sally Saunders Tolca

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Georgia J. Bippus  
Notary Public

My Commission expires May 10, 1956

Form 509—Hall-Poorbaugh Press, Roswell, N. M.

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 992, Roswell, New Mexico

*Alma Nye Etz*

September 23, 1955

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF New Mexico )  
COUNTY OF Chaves ) SS

On this 23 day of September, 1955, before me personally appeared

Alva Nye Etz

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

J. J. Jackson  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:

November 24, 1956

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:



CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

SOUTHLAND ROYALTY COMPANY

Attest:

R. M. Coleman

Secretary

By

N. V. Porter

Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF TARRANT )

On this 22 day of September, 1955, before me appeared \_\_\_\_\_

H. H. Porter \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is Vice President of Southland Royalty Company, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ H. H. Porter acknowledged said instrument to be the free act and deed of said corporation.

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

Mary Jackson  
Notary Public in and for Tarrant  
County, Texas.

My commission expires:

June 1, 1957 \_\_\_\_\_

MARY JACKSON, Notary Public  
in and for Tarrant County, Texas  
My Commission Expires June 1, 1957

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 182

W. M. Barron

MILOLANA TEX

Lucille C. Barron

Date: SEPT 26 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF TEXAS )  
COUNTY OF MIDLAND ) SS

On this 26th day of September, 1955, before me personally appeared

R. M. BARRON AND LUCILLE C. BARRON *his wife*

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

LORENE MILLER

*Lorene Miller*  
Notary Public in and for MIDLAND  
County, TEXAS.

My commission expires:

JUNE 1st, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.


The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

P. H. PEWITT  
503 S.W. RESERVE LIFE BLDG.  
LONGVIEW, TEXAS

  
P. H. Pewitt, a bachelor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Texas )  
COUNTY OF Gregg ) SS

On this 12 day of Oct., 1955, before me personally appeared

P.H. Rewitt

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

S.D. Kieffer  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

6-1-57

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 72.

R. H. Stovall

Truth as Consequence 2.7.71

Date: 9-27-1955

Box 72.

Lela H. Stovall

Truth as Consequence 2.7.71

Date: 9-27-1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF New Mexico }  
COUNTY OF Sierra } SS

On this 27 day of September, 1955, before me personally appeared  
R. K. Stovall and Lela H. Stovall

to me known to be the person S described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

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

Beatrice W. Quincy  
Notary Public in and for Sierra  
County, New Mexico.

My commission expires:

3-19-59

STATE OF NEW MEXICO }  
COUNTY OF SIERRA } SS

On this 20th day of DECEMBER, 1955, before me personally appeared  
R. K. STOVALL and LELA H. STOVALL, HIS  
WIFE

to me known to be the person S described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

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

Valerie Williams Clark  
Notary Public in and for Sierra  
County, New Mexico

My commission expires:

Jan. 10th, 1958

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_



CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

26 St Malo

Eleanor English

Oceanside Calif

Ja English

Date: 28 Sept - 1945

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF California }  
COUNTY OF San Diego } SS

On this 28<sup>th</sup> day of Sept, 1955, before me personally appeared

Eleanor English and J. A. English

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Milma Bumgarner  
Notary Public in and for San Diego  
County, California.

My commission expires:

6/29/57

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1303 Kirby Building, Dallas 1, Texas

*Paul E. Hubbard*

1303 Kirby Building, Dallas 1, Texas

*Janet R. Hubbard*

Date: September 20, 1955

\_\_\_\_\_

1303 Kirby Building, Dallas 1, Texas

*G. E. Hubbard*

1303 Kirby Building, Dallas 1, Texas

*Dora Hubbard*

Date: September 20, 1955

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

On this 20 day of September, 1955, before me personally appeared

Ray E. Hubbard and Janet R. Hubbard, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

G. B. Midgley  
Notary Public in and for Dallas  
County, Texas

My commission expires:

June 1, 1957

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

On this 20 day of September, 1955, before me personally appeared

G. E. Hubbard and Dora Hubbard, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

G. B. Midgley  
Notary Public in and for Dallas  
County, Texas

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1303 Kirby Building, Dallas 1, Texas

W. W. Lechner

1303 Kirby Building, Dallas 1, Texas

Ruth M. Lechner

Date: September 26, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

On this 26 day of September, 1955, before me personally appeared

W. W. Lechner and Ruth N. Lechner, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

G. B. Midgley Notary Public in and for Dallas  
County, Texas

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

H.A. Spring Ark.  
Box 338

Date: Oct 11- 1955

R. P. Blair

H.A. Spring Ark.  
Box 338

Date: Oct 11- 1955

Lulu Snively Rush Blair

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF ARKANSAS )  
COUNTY OF GARLAND ) SS

On this 11th day of October, 1955, before me personally appeared

L. L. Blair and Lula Snively Rush Blair, his wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Errol Evans  
Notary Public in and for Garland  
County, Arkansas.

My commission expires:

February 21, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared \_\_\_\_\_

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:



CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Lake Hamilton Ark. W. D. Boye Lush Davis  
P.O. Box 16  
Date: Oct 5 - 1955

Lake Hamilton Ark. Willard L. Davis  
P.O. Box 16  
Date: Oct 5 - 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Texas )  
COUNTY OF Dallas ) SS

On this 5th day of October, 1955, before me personally appeared  
Boyce Rush Davis

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

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

Jack E. Hupphines  
Notary Public in and for Dallas  
County, Texas.

My commission expires:

June 1, 1957

STATE OF Texas )  
COUNTY OF Dallas ) SS

On this 5th day of October, 1955, before me personally appeared  
Willard L Davis

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

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

Jack E. Hupphines  
Notary Public in and for Dallas  
County, Texas.

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF Texas )  
COUNTY OF Dallas ) SS

On this 5th day of October, 1955, before me personally appeared

Boyce Rusk Davis

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Jack E. Hupphines  
Notary Public in and for Dallas  
County, Texas.

My commission expires:

June 1, 1957

STATE OF Texas )  
COUNTY OF Dallas ) SS

On this 5th day of October, 1955, before me personally appeared

Willard L Davis

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Jack E. Hupphines  
Notary Public in and for Dallas  
County, Texas.

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

R.P. #4

Ruth Pearl Bishop Weaver

Lusitana, Pa.

Date: Oct. 13, 1955

R.P. #4

Donald A. Weaver

Lusitana, Pa.

Date: Oct. 13, 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Pennsylvania )  
COUNTY OF Jefferson ) SS

On this 13<sup>th</sup> day of October, 1955, before me personally appeared

Luth Lusk Bishop Weaver

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as her free act and deed.

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

Edith M. Altman  
Notary Public in and for Brookville, Pa.  
County, Jefferson.

My commission expires:

2-2-57

STATE OF Pennsylvania )  
COUNTY OF Jefferson ) SS

On this 13<sup>th</sup> day of October, 1955, before me personally appeared

Donald A. Weaver

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Edith M. Altman  
Notary Public in and for Brookville, Pa.  
County, Jefferson.

My commission expires:

2-2-57

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

John T. Trigg  
Pauline W. Trigg

Date: \_\_\_\_\_

Harold A. Thompson  
Shirley V. Thompson

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

On this 8th day of January, 1958, before me personally appeared

John H. Trigg and Pauline V. Trigg, his wife

to me known to be the person<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Edward J. Jennings  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

7-15-58

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

On this 8th day of January, 1958, before me personally appeared

Harold A. Thompson and Shirley V. Thompson, his wife

to me known to be the person<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Edward J. Jennings  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

7-15-58

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

2700 22nd Street

J. D. Boxworth

Bakersfield, California

Esther Boxworth

Date: September 19, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President



STATE OF California }  
COUNTY OF Kern } SS

On this 19th day of September, 1955, before me personally appeared

J. M. Basworth & Esther Basworth,  
his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Ada I. Davis  
Notary Public in and for Kern  
County, California.

My commission expires:

July 8, 1958

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

520 W. Court  
Las Cruces, NM

Forrest B. Seale  
**Forrest B. Seale, Individually, and as Administrator of the estate of C. T. Seale, deceased**

Date: 9-27-55

Jimmie M. Seale  
**Jimmie M. Seale, a widow**

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

On this 27th day of September, 1958, before me personally appeared

Harriet E. Seale, Individually, and as Administrator of the estate of C. T. Seale,

deceased  
to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

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

R. D. V. H. H. H.  
Notary Public in and for Dona Ana  
County, New Mexico.

My commission expires:

June 12 1959

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

On this 27th day of September, 1958, before me personally appeared

James E. Seale, a widow

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

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

R. D. V. H. H. H.  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

Notary Public, Dona Ana  
County, New Mexico  
My commission expires: 6-12-1959

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

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

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

BEFORE THE  
**Oil Conservation Commission**  
SANTA FE, NEW MEXICO

IN THE MATTER OF:

CASE NO. 971

TRANSCRIPT OF PROCEEDINGS

**ADA DEARNLEY AND ASSOCIATES**  
COURT REPORTERS  
ROOMS 105, 106, 107 EL CORTEZ BUILDING  
TELEPHONE 7-9546  
ALBUQUERQUE, NEW MEXICO

BEFORE THE  
OIL CONSERVATION COMMISSION  
STATE OF NEW MEXICO  
Santa Fe, New Mexico

October 17, 1955

REGISTER

Name	Representing	Address
C. F. Keller	Phillips Petroleum Company	Midland, Texas
H. N. Burton	Phillips Petroleum Company	Midland, Texas
S. J. Talley	Phillips Petroleum Company	Midland, Texas
O. Seth	Seth & Montgomery	Santa Fe, N. M.
Raymond Lamb	Wilson Oil Company	Artesia, N. M.
R. B. Johnston	Phillips Petroleum Company	Midland, Texas
J. W. Tunley	Oil Conservation Commission	Santa Fe, N. M.
W. B. Mankin	Oil Conservation Commission	Santa Fe, N. M.

IN THE MATTER OF:

Application of Phillips Petroleum Company  
requesting approval of the proposed Ets  
Deep Unit Agreement consisting of 7,928.48  
acres of land in Lea County, New Mexico.

Case No. 971

Before: Acting Chairman, Warren B. Mankin.

TRANSCRIPT OF HEARING

ACTING CHAIRMAN MANKIN: The hearing will come to order.  
The first Case is 971. Will all the witnesses who are to give tes-  
timony stand and be sworn?

Let's proceed with Case 971.

MR. BURTON: My name is H. N. Burton, B-u-r-t-o-n. The  
application of Phillips Petroleum Company has been filed with the  
~~Commission for approval of the proposed Ets Deep Unit. This unit~~

covers certain land in Lea County, New Mexico. Our first witness will be Sterling Talley.

S T E R L I N G   T A L L E Y

having first been duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. BURTON:

- Q State your name. A Sterling Talley.
- Q By whom are you employed? A Phillips Petroleum Company.
- Q In what capacity? A As a geologist.
- Q Have you previously testified before the Commission?
- A No, I have not.
- Q As geologist? A No.
- Q Would you state your training and experience in the field

of geology?

A I received a Bachelor of Science degree in the School of Geological Engineering from the University of Oklahoma in 1951. Shortly thereafter was employed by Phillips, and approximately the first two years I was employed as a subsurface geologist primarily doing well sitting and solving subsurface problems in the home office. Since that time I have been area supervisor for what we call our Western Area which includes southern New Mexico.

Q Have you made a study or --

MR. BURTON: Do you accept his qualifications?

ACTING CHAIRMAN HANKIN: His qualifications are accepted.

Q Have you made a study or investigation of the geology in the area of the proposed Etx Deep Unit? A Yes, sir.

Q What data or information have you had available?

A Primary data is interpretation from seismic information.

Q Has there been any development in the area?

A There has to the extent of several dry holes which are shallow which have been drilled within the unit outline.

Q In your opinion would you expect to encounter production above 4,000 feet?

A No, sir.

Q Have you developed any prospective or possible producing structure or structures below 4,000 feet?

A Yes, we have. As I mentioned, the seismic interpretation.

Q One or more structures? A One.

Q Would you describe the structure that you have found?

A This structure that we have depicted which is from seismic information was taken what we believe to be at the approximate level of the Devonian and could be described as a north-south trending anticlinal which is approximately four and a half miles in its north-southwest, and some three miles in its east-west breadth, exhibits in excess possibly 300 feet of enclosure. On the major feature there appears to be two local knobs, so to speak, which are separated by a possible saddle.

Q Do you have a map that depicts this formation of this structure?

A Yes.

Q Would you identify the map?

A It is our seismic interpretation as we see it.

(Marked Phillip's Exhibit No. 1,  
for identification.)

Q In your opinion, or would you state your opinion as to whether or not all of the possible producing part of the structure is included within the boundaries of the Etz Unit?

A We believe it is.

~~Q Does it fairly include that part of the structure without an~~

undue excess amount of acreage?

A Yes, sir.

Q What is your opinion as to whether or not the unit development of this prospect will promote conservation?

A I believe it will.

Q Do you believe that the approval of this unit agreement is to the best interest of the State?

A I do.

Q The agreement provides for a test well, does it not?

A As I understand it, it does.

Q What is the maximum depth provided for the well?

A The well is not to be carried deeper than 15,000 or to commercial production at a lesser depth.

Q Can you make an estimate of the depth at which you would expect to encounter the top of the Devonian formation?

A As near as we can anticipate, we figure it might be encountered at 14,500 feet.

Q Will the maximum depth of the well, 15,000 feet, permit a full test of the structure that you have described?

A We believe it will.

MR. BURTON: That is all.

ACTING CHAIRMAN MANKIN: Did you have any other copies of Exhibit 1 other than the one copy that you will introduce?

A No, we don't.

ACTING CHAIRMAN MANKIN: You do not have?

MR. NUTTER: We have the copy in our office.

ACTING CHAIRMAN MANKIN: I wanted to be sure that the Staff had a chance to look at it.

MR. GURLEY: I think the rule is that certain copies be presented with the application. At regular Commission hearings it is



original and five if I am not mistaken. Perhaps we should make a ruling that at least three be presented.

ACTING CHAIRMAN MANKIN: Apparently they are not aware of it. We will manage with this.

MR. GURLEY: We will put out a memorandum on it.

ACTING CHAIRMAN MANKIN: Did you have something else?

MR. BURTON: No more questions. Do you have any questions?

ACTING CHAIRMAN MANKIN: Are there any questions of the witness?

CROSS EXAMINATION

By MR. GURLEY:

Q This application has been presented to the United States Geological Survey?

A To my knowledge it has.

Q The unit has been approved?

A I think it has been approved in primary form.

Q Do you know whether or not it has?

A I think it has.

ACTING CHAIRMAN MANKIN: I presume your other witness will tell about the type of land and participation and so on. If nothing further from this witness, he may be excused.

(Witness excused.)

You wish to present this as evidence?

MR. BURTON: Yes, we offer the Exhibit 1 in evidence.

ACTING CHAIRMAN MANKIN: Is there objection to the entering of Exhibit 1 in evidence in this case? If not it will be so entered.

C. F. KELLER

having first been duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. BURTON:

Q State your name. A C. F. Keller.

Q What is your employment?

A Division land man for Phillips Petroleum Company at Midland, Texas.

Q You have personal knowledge of the proposed Etz Deep Unit area? A Yes, sir.

Q Phillips Petroleum Company is designated operator of the unit, is it not? A That is correct.

Q Will you describe the land included in the unit and its ownership?

A There are 7,928.48 acres included in the unit. The lands are all state and federal lands, of which 1,396.76 acres are state lands representing 17.62 percent of the unit area. There are 6,531.72 acres which are federal lands which represents 82.38% of the unit area.

Q The unit agreement only covers the depths below 4,000 feet, does it not? A That is correct.

Q At this date what parties have executed the unit agreement?

A One hundred percent of the working owners have executed the unit agreement.

Q Has it been submitted to the Director of the United States Geological Survey?

A It has been submitted to the Director and we have obtained preliminary approval.

Q Has it been formally approved? A No.

~~Q Do you have a copy of the agreement executed by the working~~

interest owners?

A Yes, I do.

Q Would you identify and have the reporter to mark it as Applicant's Exhibit No. 2 in Case No. 971?

A This is the unit agreement for the development and operation of the Ertz Deep Unit area, Lea County, New Mexico.

(Marked Phillip's Exhibit No. 2,  
for identification.)

MR. BURTON: The exhibit is offered in evidence.

ACTING CHAIRMAN MANKIN: This is the partially executed copy?

A It is fully executed.

MR. GURLEY: It has all the working interest owners?

A All the working interest owners.

ACTING CHAIRMAN MANKIN: Did you desire to submit this in evidence or have it replaced with a similar copy?

MR. BURTON: We have a limited number of executed copies. We want to furnish the Commission with an executed copy either as part of the record or in your file. We will substitute a conformed copy or an executed copy in the record or leave the original in evidence as you may wish.

ACTING CHAIRMAN MANKIN: If that is satisfactory this can be submitted in evidence and we will so stipulate. Is there any objection to the introduction of the Exhibit 2 in evidence? If not it will be entered in evidence.

Q Does the unit agreement provide for the allocation of production on an acreage basis in the unit?

A Yes, it does.

Q That is in the participating area?

A That is correct.

~~Q The participating area is to be approved by the Commission as~~

well as the Commissioner of Public Lands?

A That is correct.

Q In your opinion does that provision insure that the State and the beneficiary funds of the State land will receive their fair share of the production from the unit? A Yes, sir.

Q Is the purpose of the unit to conserve natural resources?

A Yes, sir.

Q What is your opinion as to whether or not the approval of the unit agreement is to the best interest of the State?

A I definitely believe that it will be to the best interest of the State.

MR. BURTON: That is all.

ACTING CHAIRMAN MANKIN: Are there any questions of the witness?

CROSS EXAMINATION

By MR. GURLEY:

Q Do you have an official approval from the Commissioner of Public Lands as yet? A No, we do not.

Q You have not received that at all then?

A No, sir.

Q You mentioned that you had preliminary approval from the United States Geological Survey. By "preliminary approval", is that the standard form?

A They have approved the unit operating agreement in its present form.

Q Subject to the standard qualifications that they make?

A Yes, sir.

ACTING CHAIRMAN MANKIN: Any other questions of the witness?

Mr. Nutter.

MR. NUTTER: I believe United States Geological Survey withholds final approval until the state has approved it.

A I think that is correct.

ACTING CHAIRMAN MANKIN: Any other questions of the witness? If not the witness may be excused.

(Witness excused.)

Did you have anything else, Mr. Burton?

MR. BURTON: No.

ACTING CHAIRMAN MANKIN: Are there any statements to be made in this case? If not we will take the case under advisement.

#### C E R T I F I C A T E

I, ADA DEARNLEY, Court Reporter, do hereby certify that the foregoing and attached transcript of proceedings in the matter of Case No. 971, were taken by me on October 17, 1955, that the same is a true and correct record to the best of my knowledge, skill and ability.

  
Reporter

151  
971  
MAIN OFFICE OCC

1957 AUG 6 AM 8:23

August 5, 1957

In reply refer to:  
Unit Division

Re: Termination of  
Etz Deep Unit

Phillips Petroleum Co.  
Box 791  
Permian Building  
Midland, Texas

Skelly Oil Company  
Tulsa, Oklahoma

Anderson-Prichard Oil Corp.  
Liberty Bank Building  
Oklahoma City 2, Oklahoma

The Ohio Oil Company  
P. O. Box 552  
Midland, Texas

Southern California Petroleum Corp.  
P. O. Box 1071  
Midland, Texas

Richardson & Bass  
Fort Worth National Bank Building  
Fort Worth, Texas

Mr. H. L. Brown  
Fort Worth National Bank Building  
Fort Worth, Texas

Mr. E. A. Culbertson  
P. O. Box 1071  
Midland, Texas

Mr. W. Ridlay Wheeler  
Fort Worth National Bank Building  
Fort Worth, Texas

Continental Oil Company  
1710 Fair Building  
Fort Worth 2, Texas

Mr. Wallace W. Irwin  
P. O. Box 1071  
Midland, Texas

Gentlemen:

We wish to advise you that the Commissioner of Public Lands herewith approves the termination of Etz Deep Unit, effective as of August 1, 1957.

The records in the State Land Office pertaining to Etz Deep Unit will be posted accordingly.

The Commissioner's approval is subject to like approval by the United States Geological Survey.

Very truly yours,

MURRAY E. MORGAN  
Commissioner of Public Lands

By: Ted Bilberry, Supervisor  
Oil and Gas Department

MEM:MMR/m  
cc: USGS-Roswell  
OCC-Santa Fe

June 20, 1957

In reply refer to:  
Unit Division

Phillips Petroleum Co.  
Box 791  
Permian Building  
Midland, Texas

File  
Case 971

Re: Termination of Steeple Deep Unit

Attention: Mr. C. F. Keller  
Division Manager

Gentlemen:

In regard to your letter of May 20, 1957, it is our belief that under the terms of the Unit the official termination date should be six months from the completion of your No. 1 Well. Our records show this well was completed June 2, 1956, therefore, this termination should be effective as of the date the Operator was in default on the terms of the drilling requirements, which would have been December 2, 1956.

This termination date would also be subject to the approval of the United States Geological Survey.

May we hear from you concerning this termination at your earliest convenience.

Very truly yours,

MURRAY E. MORGAN  
Commissioner of Public Lands

By: Ted Bilberry, Supervisor  
Oil and Gas Department

MEM:MMR/m  
cc: OCC-Santa Fe  
USGS-Roswell

File

971

May 24, 1957

In reply refer to:  
Unit Division

Phillips Petroleum Co.  
Box 791  
Midland, Texas

Re: Termination of  
Etz Deep Unit,  
Lea County, N. Mex.

Attention: Mr. C. F. Keller  
Division Manager

Gentlemen:

We have received a copy of your official request for the termination of the Etz Deep Unit. This office is in complete agreement in regard to the termination of this Unit. However, before doing so, we would like a report on any work which has been done on this Unit. If there has been a well drilled, this office has not received any information concerning it.

May we please have this information at your earliest convenience.

Very truly yours,

MURRAY E. MORGAN  
Commissioner of Public Lands

By: Ted Bilberry, Supervisor  
Oil and Gas Department

MEM:MMR/m

cc: OCC-Santa Fe  
USGS-Roswell



MAINT OFFICE 000

RECEIVED MAR 8 1956

March 7, 1956

In reply refer to:  
Unit Division

Phillips Petroleum Co.  
Box 791  
Midland, Texas

Re: Etx Deep Unit  
Lea County, N. Mex.

Attention: Mr. R. B. Johnston  
Land Division

Gentlemen:

I am enclosing Official Receipt No. 105312  
in the amount of \$80.00 covering filing fee for  
the Etx Deep Unit.

In regard to our telephone conversation  
with you on February 28 requesting completed copy  
and ratifications to this Unit, we obtained a  
completed copy from the Oil Conservation Commis-  
sion, and our Etx Deep Unit file is now completed.

We will appreciate your filing with this  
office all information pertaining to drilling,  
discovery, etc. -- in fact, all operations per-  
taining to this Unit.

Very truly yours,

E. S. WALKER  
Commissioner of Public Lands

MMR/m  
encl: 1

cc: OCC-Santa Fe  
USGS-Roswell

## PHILLIPS PETROLEUM COMPANY

BOX 791  
PERMIAN BUILDING

MIDLAND, TEXAS

LAND AND GEOLOGICAL DEPARTMENT  
MIDLAND DIVISION

February 24, 1956

Re: Etz Deep Unit  
Lea County, New Mexico

Oil Conservation Commission  
The State of New Mexico  
P. O. Box 871  
Santa Fe, New Mexico

Attention: Mr. Dan Nutter

Gentlemen:

On February 2, 1956, Acting Director of the Geological Survey, Arthur A. Baker, approved the Etz Deep Unit, Lea County, New Mexico. This agreement has been designated #14-08-001-2459 by the Geological Survey.

Please find enclosed the following:

1. Copy of Certification and Determination which was signed by Mr. Baker.
2. One fully executed Unit Agreement with Overriding Royalty Consents.
3. Certificate of Approval by Commissioner of Public Lands.

Please let me know if there is anything further you will need to complete your file on the above-referenced unit.

Yours very truly,



R. B. Johnston  
LAND DIVISION

RBJ:js

Enclosures

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

November 15, 1955

Mr. H. N. Burton  
P.O. Box 791  
Midland, Texas

Dear Sir:

In behalf of your client, Phillips Petroleum Company, we enclose two copies of Order R-718 issued November 10, 1955, by the Oil Conservation Commission in Case 971, which was heard on October 20th.

Very truly yours,

W. B. Macey  
Secretary - Director

WBM:brp  
Encls.

C  
O  
P  
Y

## PHILLIPS PETROLEUM COMPANY

BOX 791  
PERMIAN BUILDING

MIDLAND, TEXAS

June 7, 1955

LAND AND GEOLOGICAL DEPARTMENT  
MIDLAND DIVISION

Re: Amendment to Application  
for Designation of Proposed  
Unit Area and Determination  
of Depth of Test Well for  
the Ets Unit, Lea County,  
New Mexico, dated May 31, 1955.

Director  
United States Geological Survey  
Washington, D. C.

Secretary and Director  
New Mexico Oil Conversation Commission  
P. O. Box 871  
Santa Fe, New Mexico

Land Commissioner  
P. O. Box 791  
Santa Fe, New Mexico

Gentlemen:

We wish to refer you to our Application for Designation of Proposed Unit Area and Determination of Depth of Test Well for the Ets Unit, Lea County, New Mexico, dated May 31, 1955. It was our intention to set out in this application that only those rights below a depth of 4,000 feet were to be unitized. It is, therefore, requested that our original application be amended accordingly.

The ownership down to a depth of 4,000 feet under a portion of the oil and gas leases being committed to this unit is not owned by the parties who have agreed to participate in said unit. Present well information in the immediate vicinity of the Ets Unit indicates that there is no readily identifiable geologic marker between the Tansill dolomite, which should be encountered at an approximate depth of 3150 feet, and the Delaware lime, which should be encountered at an approximate depth of 5,000 feet. Based on present well information we do not expect to encounter commercial production of oil and/or gas above a depth of 4,000 feet within the limits of the Ets Unit.

Yours very truly,

PHILLIPS PETROLEUM COMPANY

By



Edwin Van den Bark  
Division Manager  
Midland Division

CFK:br

## PHILLIPS PETROLEUM COMPANY

BOX 791  
PERMIAN BUILDING

MIDLAND, TEXAS

June 7, 1955

LAND AND GEOLOGICAL DEPARTMENT  
MIDLAND DIVISION

Re: Amendment to Application  
for Designation of Proposed  
Unit Area and Determination  
of Depth of Test Well for  
the Etz Unit, Lea County,  
New Mexico, dated May 31, 1955.

Director  
United States Geological Survey  
Washington, D. C.

Secretary and Director  
New Mexico Oil Conversation Commission  
P. O. Box 871  
Santa Fe, New Mexico

Land Commissioner  
P. O. Box 791  
Santa Fe, New Mexico

Gentlemen:

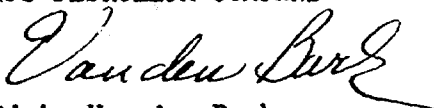
We wish to refer you to our Application for Designation of Proposed Unit Area and Determination of Depth of Test Well for the Etz Unit, Lea County, New Mexico, dated May 31, 1955. It was our intention to set out in this application that only those rights below a depth of 4,000 feet were to be unitized. It is, therefore, requested that our original application be amended accordingly.

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Yours very truly,

PHILLIPS PETROLEUM COMPANY

By



Edwin Van den Bark  
Division Manager  
Midland Division

CFK:br

# PHILLIPS PETROLEUM COMPANY

LAND AND GEOLOGICAL DEPARTMENT

BARTLESVILLE, OKLAHOMA

C. O. STARK, VICE PRESIDENT  
D. E. LOUNSBERRY, ASST. TO VICE PRESIDENT  
D. C. HEMSELL, DEPARTMENT MANAGER  
W. B. WEEKS, ASST. DEPARTMENT MANAGER  
A. J. HINTZE, EXPLORATION DIRECTOR

May 31, 1955

Re: Application for Designation of  
Proposed Unit Area and Determination  
of Depth of Test Well for the Etz  
Unit, Lea County, New Mexico.

Director  
United States Geological Survey  
Washington, D. C.

Secretary and Director  
New Mexico Oil Conversation Commission  
P. O. Box 871  
Santa Fe, New Mexico

Land Commissioner  
P. O. Box 791  
Santa Fe, New Mexico

Gentlemen:

Attached hereto is map marked Exhibit "A" on which the proposed Etz Unit area is outlined. The lands included are both Federal and State with the Federal lands designated by the color blue and the State lands by the color yellow. We respectfully request that the 7,688.48 acres within this outline be designated as a logical unit area pursuant to regulations of January 17, 1947. Phillips Petroleum Company, as operator, anticipates submitting at a later date a standard form of unit agreement with Exhibit "B" attached showing the percentage and kind of ownership of oil and gas interests in all lands in the unit area.

The lands located within the proposed unit area are described as follows:

## Township 20 South - Range 33 East

Section 35: S $\frac{1}{2}$   
Section 36: W  $\frac{3}{4}$

## Township 21 South - Range 32 East

Section 1: All	Section 13: All
Section 2: All	Section 14: All
Section 3: E $\frac{1}{2}$ SE $\frac{1}{4}$	Section 15: E $\frac{1}{2}$
Section 10: E $\frac{1}{2}$	Section 23: N $\frac{1}{2}$
Section 11: All	Section 24: N $\frac{1}{2}$
Section 12: All	

## Township 21 South - Range 33 East

Section 6: Lots 3 thru 6, 11 thru 14, 17, 18, E $\frac{1}{2}$  SW $\frac{1}{4}$   
Section 7: Lots 1 thru 4, E $\frac{1}{2}$  W $\frac{1}{2}$   
Section 18: Lots 1 thru 4, E $\frac{1}{2}$  W $\frac{1}{2}$

Director, United States Geological Survey  
May 31, 1955  
Page 2

It is requested that a well drilled to a depth of 15,000 feet or such lesser depth as will test fully the Devonian formation be approved as the required depth of the unit test well. Such test well is to be located in the approximate center of Lot 10, Section 1, Township 21 South, Range 32 East, NMPM, as shown on the attached plats. In support of this application, Phillips Petroleum Company herewith submits the following pertinent geological information:

Exploration in the Etz area was carried out by reflection seismograph and subsurface methods both of which were used interrelated with each other. The seismic programs were conducted independently of each other at various times by Anderson-Prichard, Skelly and Continental Oil Companies. A seismograph interpretation which is a result of work done by these three companies is appended to this application. This seismic picture confirms the presence of a large, north-south trending asymmetrical anticline which appears to have two local "knobs", separated by saddle.

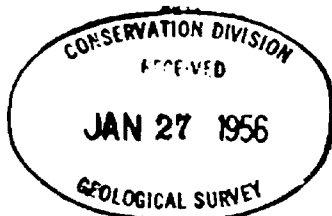
A geological subsurface map was constructed by utilizing sub-sea datum points on the top of the Tansill Dolomite found in the various wells drilled in the Etz Area.

The shallow Tansill Dolomite has been used as a mapping horizon simply because it is the deepest marker thus far encountered by wells in this area which has not been affected to any great extent by reef replacement nor by the interfingering Delaware Basin sand lenses so prevalent in the lower members of the Whitehorse Group. The subsurface interpretation reveals a structure that resembles a dome in appearance with the exception of a gentle nosing effect extending northward into the extreme southeast portion of Township 20 South, Range 33 East. Closure in excess of 200 feet is exhibited. Thus it can be noted that the subsurface picture obtained from substantial well control bears a striking resemblance to and reflects the deeper seated seismic anomaly.

Ten shallow wells, all being dry holes, have previously been drilled within the proposed Unit outline. These wells, along with their locations and total depths, are listed below:

1. Resler et al #1 Magnolia-State (Section 36, T-20S, R-33E)  
T. D. 3509'
2. Southern Calif. #1 Sheppard-Federal (Section 1, T-21S, R-32E)  
T. D. 3508'
3. Culbertson & Irwin #1 Sheppard (Section 1, T-21S, R-32E)  
T. D. 3496'
4. Culbertson & Irwin #1-A Sheppard (Section 1, T-21S, R-32E)  
T. D. 3445'
5. Culbertson & Irwin #1 Boesche (Section 2, T-21S, R-32E)  
T. D. 3500'
6. Culbertson & Irwin #1 Richards (Section 10, T-21S, R-32E)  
T. D. 3872'
7. Jeffers #1 Etz (Section 12, T-21S, R-32E) T. D. 3590'
8. Getty #1 Etz (Section 12, T-21S, R-32E) T. D. 3517'
9. Culbertson, et al #1 Brown (Section 23, T-21S, R-32E) T. D. 3602'
10. Culbertson, et al #1 Eaves (Section 18, T-21S, R-33E) T. D. 3813'

None of the above listed wells penetrated lower than the upper Seven Rivers formation with the majority of them being stopped in the Yates and none offered commercial quantities of oil or gas. However, these wells cannot be considered adequate tests of the Etz structure except to the shallow horizons they encountered. The nearest well that actually drilled to the Devonian is the Stanolind #1 Buffalo Unit located approximately thirteen miles north



CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 C. F. R. sec. 4.611, 12 F. R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Etz Deep Unit Area, State of New Mexico.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated FEB 2 1956.

Arthur D. Baker  
Acting Director, United States Geological Survey.

14-08-001-2459



CERTIFICATE OF APPROVAL  
BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO  
OF UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION  
OF THE DEEP UNIT AREA, LEA COUNTY, NEW MEXICO

RECEIVED  
STATE LAND OFFICE

OCT 20 9 50 AM '55  
NTA E.N.M.

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, an agreement for the development and operation of the Deep Unit Area, Lea County, New Mexico, dated the 12th day of October, 1955, in which Phillips Petroleum Company is designated as operator, and which has been executed by various parties owning and holding oil and gas leases embracing lands within the unit area, and upon examination of said Agreement, the Commissioner finds:

- (a) That such Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said field;
- (b) That under the operations proposed, the State will receive its fair share of the recoverable oil or gas in place under it and in the area affected;
- (c) That the Agreement is in other respects for the best interest of the State;
- (d) That the Agreement provides for the unit operation of the field, for the allocation of production, and the sharing of proceeds from a part of the area covered by the Agreement on an acreage basis as specified in the Agreement.

NOW, THEREFORE, by virtue of the authority conferred upon me by the Laws of the State of New Mexico, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the above referred to Deep Unit Agreement as to the lands of the State of New Mexico committed thereto, and all oil and gas leases embracing lands of the State of New Mexico committed to said Agreement shall be and the same are hereby amended so that the provisions thereof will conform to the provisions of said Unit Agreement and so that the length of the secondary term of each such lease as to the lands within the unit area will be extended, insofar as necessary, to coincide with the terms of said Unit Agreement, and in the event the term of said Unit Agreement shall be extended as provided therein such extension shall also be effective to extend the term of each oil and gas lease embracing lands of the State of New Mexico committed to said Unit Agreement which would otherwise expire, so as to coincide with the extended term of said Unit Agreement.

IN WITNESS WHEREOF, this certificate of approval is executed as of this the 20th day of October, 1955.



*Esuachu*

Commissioner of Public Lands of the  
State of New Mexico.

BEFORE THE OIL CONSERVATION COMMISSION  
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING  
CALLED BY THE OIL CONSERVATION  
COMMISSION OF THE STATE OF NEW  
MEXICO FOR THE PURPOSE OF  
CONSIDERING:

CASE NO. 971  
Order No. R-718

THE APPLICATION OF THE PHILLIPS  
PETROLEUM COMPANY FOR THE  
APPROVAL OF THE ETZ DEEP UNIT  
AGREEMENT EMBRACING 7,928.48  
ACRES, MORE OR LESS, LOCATED IN  
TOWNSHIP 20 SOUTH, RANGE 33 EAST,  
TOWNSHIP 21 SOUTH, RANGE 32 EAST,  
AND TOWNSHIP 21 SOUTH, RANGE 33  
EAST, NMPM, LEA COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on October 20, 1955 at Santa Fe, New Mexico, before Warren W. Mankin, Examiner duly appointed by the Oil Conservation Commission of New Mexico, in accordance with Rule 1214 of Order R-681.

NOW, on this 10<sup>th</sup> day of *November*, 1955, the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission", a quorum being present, having considered said application and the recommendations of the Examiner, Warren W. Mankin, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

IT IS THEREFORE ORDERED:

1. That this order shall be known as the

ETZ DEEP UNIT AGREEMENT ORDER

2. (a) That the project herein referred to shall be known as the Etz Deep Unit Agreement and shall hereafter be referred to as the "Project".

(b) That the plan by which the project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Etx Deep Unit Area, referred to in the Petitioner's petition and filed with said petition, and such plan shall be known as the Etx Deep Unit Agreement Plan.

3. That the Etx Deep Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner any right, duties or obligations which are now, or may hereafter, be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Etx Deep Unit Agreement, or relative to the production of oil or gas therefrom.

4. (a) That the unit area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 20 SOUTH, RANGE 33 EAST

Section 35: S/2

Section 36: All

TOWNSHIP 21 SOUTH, RANGE 32 EAST

Section 1: All

Section 2: All

Section 3: SE/4

Section 10: E/2

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: E/2

Section 23: N/2

Section 24: N/2

TOWNSHIP 21 SOUTH, RANGE 33 EAST

Section 6: Lots 3, 4, 5, 6, 11, 12, 13, 14, 17, 18,  
E/2 SW/4

Section 7: Lots 1, 2, 3, 4, E/2 W/2

Section 18: Lots 1, 2, 3, 4, E/2 W/2

containing 7,928.48 acres more or less.

(b) The unit area may be enlarged or contracted as provided in said Plan.

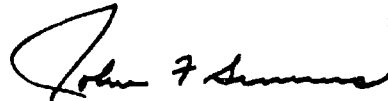
5. That the unit operator shall file with the Commission an executed original or executed counterpart of the Etx Deep Unit Agreement within 30 days after the effective date thereof.

6. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart or ratification.

7. That this Order shall become effective on the first day of the calendar month next following the approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United States Geological Survey and shall terminate ipso facto upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe, New Mexico on the day and year hereinabove designated.

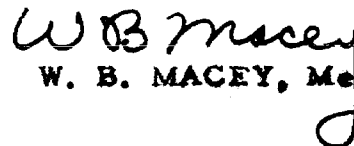
STATE OF NEW MEXICO  
OIL CONSERVATION COMMISSION



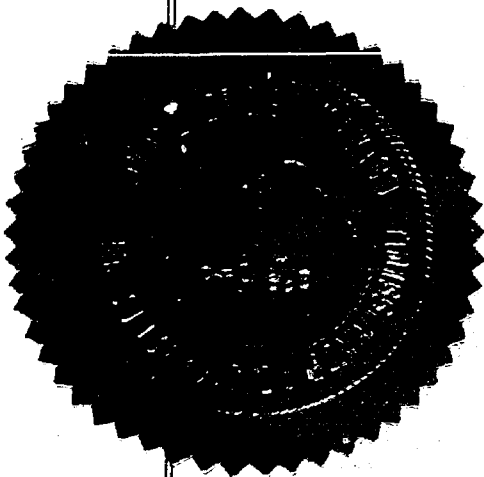
JOHN F. SIMMS, Chairman



E. S. WALKER, Member



W. B. MACEY, Member and Secretary



Case 971

**PHILLIPS PETROLEUM COMPANY**

LEGAL DEPARTMENT  
RAYBURN L. FOSTER  
VICE PRESIDENT  
AND GENERAL COUNSEL  
HARRY D. TURNER  
GENERAL ATTORNEY

MIDLAND, TEXAS

P. O. Box 791

September 28, 1955

MIDLAND DIVISION  
CARL W. JONES  
CHIEF ATTORNEY  
HORACE N. BURTON  
JOHN T. FERGUSON  
LAYTON A. WEBB  
STAFF ATTORNEYS

Re: Proposed Etz Deep Unit, Lea County, New Mexico

Oil Conservation Commission  
The State of New Mexico  
P. O. Box 871  
Santa Fe, New Mexico

Attention - Mr. W. B. Macey

Gentlemen:

Enclosed in triplicate are the proposed Unit Agreement for the Etz Deep Unit Area, Lea County, New Mexico, and application of Phillips Petroleum Company for approval of said unit agreement.

You will note that we have requested that the hearing on this matter be held before an examiner in Santa Fe, New Mexico. We should like the hearing on this matter to be held at the earliest possible date. I believe our Mr. Keller has already discussed this matter with you and has advised you of our reasons for requesting the approval of the unit agreement prior to the time all interested parties have executed the same.

Thanking you for your cooperation in this matter,  
I remain

Very truly yours,

*Layton A. Webb*

Layton A. Webb

LAW:K

T. 21 S., R. 33 E.

Sec. 6: Lots 3, 4, 5, 6, 11, 12, 13,  
14, 17, 18, E<sub>2</sub>SW<sub>4</sub>

Sec. 7: Lots 1, 2, 3, 4, E<sub>2</sub>W<sub>2</sub>

Sec. 18: Lots 1, 2, 3, 4, E<sub>2</sub>W<sub>2</sub>

Situated in Lea County, New Mexico, containing 7,928.48  
acres, more or less.

2.

That the lands embraced within the proposed Unit Area are  
Federal and State lands; that there are 1,396.76 acres of State land  
and 6,531.72 acres of Federal land within the Unit Area; and that State  
lands comprise 17.62% of the Unit Area.

3.

That the Geological Survey, Department of Interior has approved  
the Unit Area as being suitable for unitization, and that it also has  
approved the Unit Agreement as to form.

4.

That applicant is informed and believes, and upon such informa-  
tion and belief states that the Unit Area embraces substantially all of  
the geological feature involved, and that in the event of the discovery  
of oil or gas thereon, the Unit Agreement will permit the producing area  
to be developed and operated in the interest of conservation and the  
prevention of waste of oil and gas.

5.

That applicant Phillips Petroleum Company is designated as  
Unit Operator in said Unit Agreement, and as such is given authority  
under the terms thereof to carry on all operations necessary for the de-  
velopment and operation of the Unit Area for the production of oil and/or  
gas, subject to all applicable laws and regulations. That said Unit  
Agreement provides for the commencement of a test well for oil and/or  
gas to be commenced within six months from the effective date of said  
Unit Agreement and for the drilling thereof with due diligence to a  
depth sufficient to test fully the Devonian formation, or to such lesser

depth as unitized substances shall be discovered in paying quantities; provided, however, that Unit Operator is not required in any event to drill said well to a depth in excess of 15,000 feet.

6.

That development and operation of the Unit Area will be conducted in accordance with a plan of development and operation having the joint approval of State and Federal authorities; that under this Agreement the State of New Mexico will receive its fair share of the oil and gas; and that this Unit Agreement in all respects tends to prevent waste and promote conservation of oil and gas.

7.

That the names and addresses of all of the working interest owners other than Phillips Petroleum Company are as follows:

Skelly Oil Company  
Skelly Oil Building  
Tulsa, Oklahoma

The Texas Company  
P. O. Box 1720  
Fort Worth, Texas

Anderson-Prichard Oil Corporation  
Liberty Bank Building  
Oklahoma City, Oklahoma

Richardson and Bass  
Fort Worth National Bank Building  
Fort Worth, Texas

The Ohio Oil Company  
P. O. Box 552  
Midland, Texas

Continental Oil Company  
1710 Fair Building  
Fort Worth, Texas

Southern California Petroleum Corporation  
P. O. Box 1071  
Midland, Texas

E. A. Culbertson and Wallace W. Irwin  
P. O. Box 1071  
Midland, Texas

H. R. Brown and W. R. Wheeler  
Fort Worth National Bank Building  
Fort Worth, Texas