

Case No.

1023

Application, Transcript,
Small Exhibits, Etc.

12
CASE 1023: Sinclair Oil & Gas Co.
Application for approval of Seaman Unit
Agreement 1522.05 Acres in Lea County

NOV 23 1970

1620

November 20, 1970

REGISTERED MAIL

Cities Service Oil Company
800 Varga Building
Midland, Texas 79701
ATTENTION: Mr. John W. Young

Petroleum Corporation of Texas
P. O. Box 911
Breckenridge, Texas 76024

Shelly Oil Company
P. O. Box 993
Midland, Texas 79701
ATTENTION: Mr. V. E. Bartlett

Atlantic Richfield
P. O. Box 1410
Midland, Texas 79701
ATTENTION: Mr. Jack Baird

Re: TERMINATION
Seaman Unit
State of New Mexico Oil & Gas
Leases: E-990, E-1240, E-1244,
and part of E-912

Gentlemen:

This is to officially notify you that the Commissioner of Public Lands has this date terminated the Seaman Unit effective as of October 30, 1970.

Sincerely yours,
Gordon G. Marcum, II
GORDON G. MARCUM, II, Director
Oil and Gas Department

AJA/GGM/s

cc: OCC-Santa Fe, New Mexico

Unit Name SEAMAN
Operator SINCLAIR OIL AND GAS COMPANY
County LEA

DATE	OCC CASE NO.	1023	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
APPROVED	OCC ORDER NO.	780	3-29-56	1,522.05	1,522.05				Yes-Modified 2 Yrs.
2-17-56									

UNIT AREA

TOWNSHIP 16 SOUTH, RANGE 33 EAST, N.M.P.M., NEW MEXICO

Section 12: SE/4
Section 13: SE/4, NE/4
Section 24: SE/4, NE/4

TOWNSHIP 16 SOUTH, RANGE 34 EAST, N.M.P.M., NEW MEXICO

Section 7: Lots 3 and 4, E/2SW/4
Section 18: Lots 1,2,3 and 4, E/2NW/4, E/2SW/4
Section 19: Lots 1,2,3 and 4, E/2NW/4, E/2SW/4

TERMINATED

Eff: 10-30-70

1023

CCB

Unit Name SEAMAN
 Operator SINCLAIR OIL AND GAS COMPANY
 County LEA

STATE TRACT NO.	LEASE NO.	INSTI-TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED DATE	ACRES	ACREAGE NOT RATIFIED	LESSEE
1	E-912-1	C.S.	13	16-S	33-E	SE/4	1-20-56	160.00		Shell Oil Company
1	E-912-1	C.S.	24	16-S	33-E	NE/4	1-20-56	160.00		Shell Oil Company
2	E-1240-1	C.S.	13	16-S	33-E	NE/4	1-20-56	160.00		Shell Oil Company
3	E-1078-1	C.S.	24	16-S	33-E	SE/4	2-8-56	160.00		Sinclair Oil & Gas Co.
4	E-990-0	C.S.	7	16-S	34-E	Lots, 3,4, E/2SW/4	1-20-56	144.01		Cities Service Oil Co.
5	E-1156	C.S.	12	16-S	33-E	SE/4	2-8-56	160.00		Skelly Oil Company
6	E-1244	C.S.	18	16-S	34-E	Lots 1,2,3,4, E/2NW/4, E/2SW/4	1-20-56	288.56		Cities Service Oil Co.
7	E-944	C.S.	19	16-S	34-E	Lots 1,2,3,4, E/2NW/4, E/2SW/4	2-8-56	289.48		Sinclair Oil & Gas Co.

TERMINATED

3/8/10-30-70

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
SEAMAN UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 19th day of January, 1956, 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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943) as amended by Sec. 1 of Chapter 162, Laws of 1951, to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Chapter 162, Laws of 1951) to amend with the approval of the lessee, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico (hereinafter referred to as the "Commission") is authorized by an Act of the Legislature (Chap. 72, Laws 1935) to approve this agreement and the conservation provisions hereof; and

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

BEFORE THE
OIL CONSERVATION COMMISSION
STATE OF NEW MEXICO
James H. Smith SECRETARY
CASE 1111

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. UNIT AREA: The following described land is hereby designated and recognized as constituting the Seaman Unit area:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 16 S., R. 33 E.

Sec. 12: SE $\frac{1}{4}$
Sec. 13: SE $\frac{1}{4}$, NE $\frac{1}{4}$
Sec. 24: SE $\frac{1}{4}$, NE $\frac{1}{4}$

T. 16 S., R. 34 E.

Sec. 7, Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 18, Lots 1, 2, 3 and 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 19, Lots 1, 2, 3 and 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

situated in Lea County, New Mexico, containing 1522.05 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 to 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 Commissioner of Public Lands, hereinafter referred to as "Commissioner."

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. Such expansion shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Commissioner shall prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof.

(b) Said notice shall be delivered to the 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 Commissioner evidence of mailing of the notice of expansion and a copy of any objections thereto which have been filed with the Unit Operator.

(d) After due consideration of all pertinent information, the expansion shall, upon approval by the Commissioner, become effective as of the date prescribed in the notice thereof, provided, however, if more than 25% on an acreage basis object to such expansion, the same shall not be approved; provided, however, that should the interest of any objecting working interest owner equal or exceed 25% on an acreage basis, then and in that event in order to make such objection effective hereunder one additional working interest owner must join in such objection.

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement."

2. UNITIZED SUBSTANCES: All oil, gas, natural gasoline and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances."

3. UNIT OPERATOR: Sinclair Oil & Gas Company, a Maine corporation, is hereby designated as Unit Operator and by signature hereto commits

to this agreement all interests in unitized substances vested in it as set forth in Exhibit "B", and 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 interests 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.

k. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit Operator shall have the right to resign at any time but such resignation shall not become effective until a successor Unit Operator has been selected and approved in the manner provided for in Article 5 of this agreement. The resignation of the Unit Operator shall not release the Unit Operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

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 Commissioner.

The resignation or removal of the 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.

5. SUCCESSION UNIT OPERATOR: Whenever the Unit Operator shall resign as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor Unit Operator; provided that, if a majority but less than 65 per cent of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than 65 per cent of the total working interests, 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 Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Commissioner at his election may declare this unit agreement terminated.

6. ACCOUNTING PROVISIONS: The Unit Operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned among the owners of the unitized working interests in accordance with an operating agreement by and between the Unit Operator and the other owners of such 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 article, whether one or more, are herein referred to as the "Operating Agreement" or "Unit Operating Agreement." No such 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 inconsistencies or conflict between this Unit Agreement and the Operating Agreement this Unit Agreement shall prevail.

7. 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.

8. DRILLING TO DISCOVERY: Within sixty (60) days after the effective date hereof, the Unit Operator shall commence operations upon an adequate test well for oil and gas at a location 660 feet from the south line and 660 feet from the East line of Section 13, Township 16 South, Range 33 East, and shall drill said well with due diligence to a depth of 14,750 feet or to a depth sufficient, in the opinion of Unit Operator, to test the Devonian Formation, whichever is the lesser depth, or to such lesser depth as unitized substances shall be discovered in paying quantities or until it shall, in the opinion of the Unit Operator, be determined that the further drilling of said well shall be unwarranted or impracticable. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities, 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 the Commissioner, or until it is reasonably proven to the satisfaction of the Unit Operator that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder.

Any well commenced prior to the effective date of this agreement upon the unit area and drilled to the depth provided herein for the drilling

of an initial test well shall be considered as complying with the drilling requirements hereof with respect to the initial well. The Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when in his opinion such action is warranted. Upon failure to comply with the drilling provisions of this article 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.

9. PARTICIPATION AND ALLOCATION OF PRODUCTION AFTER DISCOVERY:

All unitized substances produced from the unit area, except any part thereof used within the unit area for production or development purposes or unavoidably lost, shall be deemed produced equally on an acreage basis from the several tracts of unitized land 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 production as the number of acres of such tract bears to the total number of acres of unitized land within the unit area, except that allocation of production hereunder for purposes other than settlement of 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.

Notwithstanding any provision contained herein to the contrary, 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 to so do.

10. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES: All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

All royalties due the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all unitized substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the unitized substances allocated to the respective leases, and in such case the Unit Operator shall make deliveries of such royalty oil in accordance with the terms of the respective leases.

If the Unit Operator introduces gas obtained from sources other than the unitized substances into any producing formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of unitized substances therefrom, a like amount of gas, if available, 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 a plan of operations consented to by the Commissioner and approved by 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.

If any lease committed hereto is burdened with an overriding royalty, payment out of production, or other charge, in addition to the usual one-eighth (1/8) royalty, the owner of each such lease shall bear and assume the same out of the unitized substances allocated to it under the terms of the Unit Operating Agreement.

11. LEASES AND CONTRACTS CONFORMED AND EXTENDED INsofar AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA: The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling, development or operation for oil or gas of the lands committed to this agreement, shall, upon approval hereof by the Commissioner, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same conform to the provisions hereof and so

that the length of the secondary term as to lands within such area will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the lessee shall, without further action of the Commissioner or the lessee, be effective to conform the provisions and extend the term of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein so long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the Unit Operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws shall continue in full force and effect thereafter. The commencement, completion, operation or production of a well on any part of the unit area shall be respectively construed and considered as the commencement or completion or operation or production of a well within the terms and provisions of each of the oil and gas leases to the same extent as though such commencement, completion, operation or production was carried on, conducted and/or obtained from any such leased tract.

Any lease having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. 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.

12. 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 laws or regulations.

13. DRAINAGE: The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized lands by wells on land not subject to this agreement.

14. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interests 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, 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.

15. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and shall terminate in two years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has

been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances can be produced from the unitized land in paying quantities 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. This agreement may be terminated at any time by not less than 65 per cent on an acreage basis of the owners of the working interests signatory hereto with the approval of the Commissioner. Likewise, as provided in Article 8 hereof, 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.

16. RATE OF PRODUCTION: All production and the disposal thereof shall be in conformity with allocations, allotments and quotas made or fixed by the Commission and in conformity with all applicable laws and lawful regulations.

17. APPEARANCES: Unit Operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby before the Commissioner of Public Lands and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of the Commissioner or Commission or to apply for relief from any of said regulations or in any proceedings relative to operations pending before the Commissioner or Commission; provided, however, that any other interested party shall also have the right at its own expense to appear and to participate in any such proceeding.

18. 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.

19. 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, war, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, 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.

20. LOSS OF TITLE: In the event title to any tract of unitized land or substantial interest therein shall fail and the true owner cannot be induced to join the Unit Agreement so that such tract is not committed to this agreement or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working or other interest subject hereto, the Unit Operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof without liability for interest until the dispute is finally settled, provided that no payment of funds due the State of New Mexico shall be withheld, but such funds shall be deposited with the Commissioner of Public Lands 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.

21. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto prior to the submission of this agreement for final approval either by the Commission or Commissioner may be committed hereto by the owner or owners of such rights subscribing or consenting to

this agreement or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development and operation. After operations are commenced hereunder, the right of subsequent joinder by a working interest owner shall be subject to all of the requirements of any applicable operating agreement between the working interest owners relative to the allocation of production and the costs of exploration, development and operation. A subsequent joinder shall be effective as of the first day of the month following the filing with the Commissioner and the Commission of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties before participating in any benefits hereunder shall be required to assume and pay to Unit Operator their proportionate share of the unit expense incurred prior to such party's or parties' joinder in the Unit Agreement, and the Unit Operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

22. 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 undersigned parties hereto have caused this agreement to be executed as of the respective dates set opposite their signatures.

ATTEST:

[Signature]
Assistant Secretary

Date: _____

SINCLAIR OIL & GAS COMPANY

By [Signature]
Vice-President

Address: 901 Fair Building
Fort Worth 2, Texas

UNIT OPERATOR AND WORKING INTEREST
OWNER

*John O.K.
Gard*

WORKING INTEREST OWNERS

ATTEST:

Louis B. Gresham
Assistant Secretary

Date: _____

SKELLY OIL COMPANY

By W. C. Brooke
Vice President

Address: Skelly Building
Tulsa, Oklahoma

ATTEST:

XXXXXXXXXXXXXXXXXXXX
Secretary

Date: XXXXXXXXXXXXXXXX

CITIES SERVICE OIL COMPANY

By W. C. Brooke
President
W. C. Brooke, Attorney-in-Fact

Address: Bartlesville, Oklahoma

ATTEST:

R. L. Hughton
Assistant Secretary

Date: Jan. 19, 1956

SHELL OIL COMPANY

By J. E. O'Connell
Vice - President

Address: Petroleum Building
Midland, Texas

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 8th
day of February, 1956, by P. C. BROOKE, Vice-President
of SINCLAIR OIL & GAS COMPANY, a Maine corporation, on behalf of said
corporation.

My commission expires:

June 1, 1957

Charles D. Hughton
Notary Public in and for
Tarrant County, Texas

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 24th day of January, 1956 by Vick President of SHELLEY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My commission expires:

HAZEL M. GRADY
Notary Public in and for
Tulsa County, Oklahoma

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

STATE OF OKLAHOMA

WASHINGTON COUNTY

SS

On this 3rd day of February, 1956, before me personally appeared H. O. HOLLIST, to me known to be the person who executed the foregoing instrument as Attorney-in-Fact in behalf of Cities Service Oil Company, and acknowledged that he executed the same as the free act and deed of said Cities Service Oil Company.

My Commission Expires:

My commission expires

Jean Holloway
Notary Public

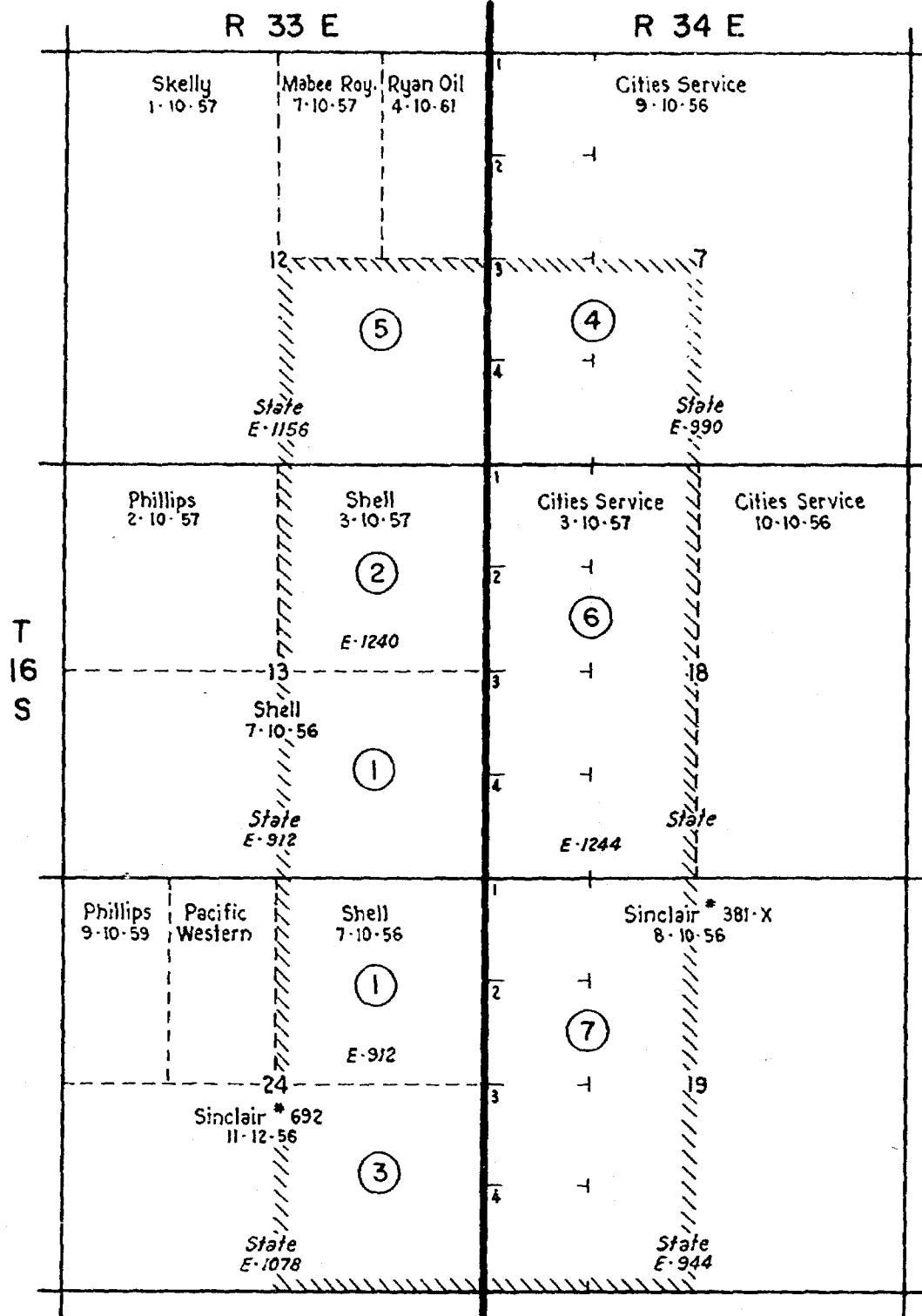
Vick President of SHELLEY OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My commission expires:

June 1, 1957

Jean Atkins
Notary Public in and for
Midland County, Texas

Jean Atkins
Notary Public in and for
Midland County, Texas



OWNERSHIP PLAT
SEAMAN UNIT
LEA CO., N.M.
SCALE: 1" = 2000'



 UNIT OUTLINE
 TRACT NUMBERS

EXHIBIT "A"

SEVEN UNIT EIGHT "P"
 SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS
 INTERESTS IN ALL LAMBS IN THE UNIT AREA
 LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Lease No. & Expiration Date of Lease	Royalty Percentage	Overriding Royalty & Percentage	Working Interest Owner
1	T-16-S, R-33-E Sec. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 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1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 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2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216					

CERTIFICATE OF APPROVAL
BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
OF UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION
OF SEAMAN UNIT AREA, LEA COUNTY, NEW MEXICO

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 Seaman Unit Area, Lea County, New Mexico, dated the _____ day of _____, 19____, in which Sinclair Oil & Gas Company, a corporation, 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 its land 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 Seaman 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 term 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 such Unit Agreement.

IN WITNESS WHEREOF, this certificate of approval is executed as of this the _____ day of _____, 19____.

Commissioner of Public Lands of the
State of New Mexico



SINCLAIR OIL & GAS COMPANY

P. O. Box 1470
MIDLAND, TEXAS

June 20, 1963

MIDLAND DIVISION

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable E. S. Walker
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
Attn: Unit Division

Re: Case No. 1023
Order No. R-780
Seaman Unit
Lea County,
New Mexico

Gentlemen:

In compliance with Section 3(b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area.

We have drilled and completed six unit wells on the Seaman Unit. All but one of these wells have now been committed to secondary recovery units. The Seaman Unit, Well No. 1, is not subject to any secondary recovery operations. This well has a daily average production of zero and a calendar day allowable of one barrel.

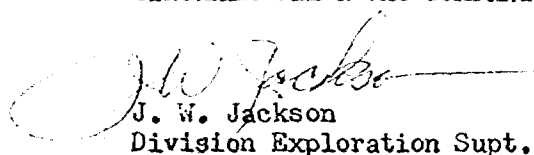
The Seaman Unit, Well No. 2, was plugged and abandoned on March 18, 1960, in the Queen formation. Seaman Unit, Wells Nos. 3, 4, and 5, were committed to the Kemnitz-Wolfcamp secondary recovery unit, effective June 1, 1961. Seaman Unit, Wells Nos. 6 and 7, were committed to the Hume Queen Unit effective May 1, 1963.

We trust the enclosed information complies with Section 3(b) of the above referred to Order of the New Mexico Oil Conservation Commission. If there is any additional information you desire, please advise.

Since all of the producing wells in the original Seaman Unit are now committed to secondary recovery units, and unit production is being reported by the waterflood operators, we are wondering if it is still necessary to continue to make these periodic reports as operator of the original Seaman Unit. We would appreciate your advice in this connection.

Very truly yours,

SINCLAIR OIL & GAS COMPANY


J. W. Jackson
Division Exploration Supt.

JWJ:RIO:bjc

cc: Cities Service Oil Company
Skelly Oil Company
Shell Oil Company



SINCLAIR OIL & GAS COMPANY

P.O. BOX 1470

MIDLAND, TEXAS

MU 1001 3-2761

September 14, 1962

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable E. S. Walker
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
Attn: Unit Division

RE: Case No. 1023
Order No. R-780
Seaman Unit
Lea County, New Mexico

Gentlemen:

In compliance with Section 3(b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area.

We have drilled and completed six unit wells on the Seaman Unit and there follows a tabulation of the daily average production from each of the wells and the allowable for each well for the month of August 1962.

	<u>DAILY AVERAGE PRODUCTION</u>	<u>CALENDAR DAY ALLOWABLE</u>
Seaman Unit Well #1	0 bbls.	1 bbl.
Seaman Unit Well #6	5 bbls.	7 bbls.
Seaman Unit Well #7	2 bbls.	6 bbls.

The Seaman Unit Well No. 2 was plugged and abandoned on March 18, 1960, in the Queen formation. Seaman Unit Wells Nos. 3, 4, and 5 have been committed to the Kemnitz-Wolfcamp Secondary Recovery Unit, which became effective on June 1, 1961, after approval by the Commissioner of Public Lands by Certificate of Approval dated May 16, 1961.

We trust the enclosed information complies with Section 3(b) of the above referred to Order of the New Mexico Oil Conservation Commission. If there is any additional information you desire, please advise.

Very truly yours,

SINCLAIR OIL & GAS COMPANY

J. W. Jackson
J. W. Jackson
Division Exploration Supt.

RLO:gt
cc: Cities Service Oil Company
Skelly Oil Company
Shell Oil Company



SINCLAIR OIL & GAS COMPANY

P.O. BOX 1470

MIDLAND, TEXAS

MU 1001 3-2761

September 15, 1961

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable E. S. Johnny Walker
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
Attention: Unit Division

Re: Case No. 1023
Order No. R-780
Seaman Unit
Lea County, New Mexico

Gentlemen:

In compliance with Section 3(b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area.

We have drilled and completed six unit wells on the Seaman Unit and there follows a tabulation of the daily average production from each of the wells and the allowable for each well for the month of August 1961.

	<u>DAILY AVERAGE PRODUCTION</u>	<u>CALENDAR DAY ALLOWABLE</u>
Seaman Unit Well #1	0 bbls.	32 bbls.
Seaman Unit Well #6	7 bbls.	7 bbls.
Seaman Unit Well #7	14 bbls.	14 bbls.

The Seaman Unit Well No. 2 was plugged and abandoned on March 18, 1960, in the Queen formation. Seaman Unit Wells Nos. 3, 4, and 5 have been committed to the Kemnitz-Wolfcamp Secondary Recovery Unit, which became effective on June 1, 1961, after approval by the Commissioner of Public Lands by Certificate of Approval dated May 16, 1961.

We trust the enclosed information complies with Section 3(b) of the above referred to Order of the New Mexico Oil Conservation Commission. If there is any additional information you desire, please advise.

Yours truly,

SINCLAIR OIL & GAS COMPANY

J. W. Jackson
J. W. Jackson

JWJ:RIO:bjc
cc: Cities Service Oil Company
Skelly Oil Company
Shell Oil Company



SINCLAIR OIL & GAS COMPANY

P.O. BOX 1470 MIDLAND, TEXAS

MU 1001 3-2761

R. L. ELSTON
VICE PRES. & DIVISION MANAGER
O. G. SIMPSON
ASSISTANT DIVISION MANAGER

September 14, 1960

C. S. TINKLER
DIVISION EXPLORATION SUPT.
J. MEFFORD
DIVISION PRODUCTION SUPT.
F. C. ROGERS
DIVISION GAS & GAS PRODUCTS SUPT.

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable Murray Morgan
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
Attn: Unit Division

RE: Case No. 1024
Order No. R-780
Seaman Unit
Lea County, New Mexico

Gentlemen:

In compliance with Section 3 (b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which Order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area:

We have drilled and completed six unit wells on the Seaman Unit and there follows a tabulation of the daily average production from each of the wells and the allowable for each well for the month of August 1960:

	<u>DAILY AVERAGE PRODUCTION</u>	<u>CALENDAR DAY ALLOWABLE</u>
Seaman Unit Well #1	Shut-in 8-1-60	Held for Future Development
Seaman Unit Well #3	45 bbls.	63 bbls.
Seaman Unit Well #4	110 bbls.	110 bbls.
Seaman Unit Well #5	163 bbls.	163 bbls.
Seaman Unit Well #6	33 bbls.	33 bbls.

In our last progress report letter dated March 10, 1960, we advised that the Seaman Unit Well No. 2 had been plugged back to the Queen formation (4582') and we were attempting completion in the Queen formation. Please be advised our completion attempt was unsuccessful and this well was plugged and abandoned on March 18, 1960.

We trust the enclosed information complies with Section 3 (b) of the above referred to Order of the New Mexico Oil Conservation Commission. If there is any additional information you desire, please advise.

Yours truly,

SINCLAIR OIL & GAS COMPANY

C. S. Tinkler

RL0:hn

cc: Cities Service Oil Company
Skelly Oil Company
Shell Oil Company

SINCLAIR OIL & GAS COMPANY



G. D. ALMEN, JR.
VICE PRES. & DIVISION MANAGER
R. L. ELSTON
ASSISTANT DIVISION MANAGER

MIDLAND SAVINGS & LOAN BLDG.
P. O. Box 1470
MIDLAND, TEXAS

September 10, 1959

C. S. TINKLER
DIVISION EXPLORATION SUPT.
H. F. DEFENBAUGH
DIVISION PRODUCTION SUPT.
F. C. ROGERS
DIVISION GAS & GAS PRODUCTS SUPT.

OIL CONSERVATION COMMISSION
State of New Mexico
Santa Fe, New Mexico

HONORABLE MURRAY MORGAN
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
ATTN: Unit Division

Re: Case No. 1023
Order No. R-780
Seaman Unit
Lea County, New Mexico
SO&G Seaman Unit Well #5

Gentlemen:

In compliance with Section 3(b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which Order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area:

We have drilled and completed five unit wells on the Seaman Unit and follows a tabulation of the daily average production from each of the wells and an allowable for each well for the month of August 1959:

DAILY AVERAGE PRODUCTION CALENDAR DAY ALLOWABLE

Seaman Unit Well #1	4	4
Seaman Unit Well #2	Shut in 6-1-59 held for future development	
Seaman Unit Well #3	68	72
Seaman Unit Well #4	154	154
Seaman Unit Well #5	193	193

No further development has occurred since the date of the last progress report dated March 9, 1959. We trust the enclosed information complies with Section 3(b) of the above referred to Order of the New Mexico Oil Conservation Commission. If there is any additional information you desire, please advise.

Yours truly,

SINCLAIR OIL & GAS COMPANY

C. S. Tinkler

G. B. Hallman, Alternate
Division Exploration Supt.

RLO:jec
cc: CITIES SERVICE OIL COMPANY
SKELLY OIL COMPANY
SHELL OIL COMPANY

15
case 1669

SINCLAIR OIL & GAS COMPANY

1958 SEP 6 3:52
PETROLEUM LIFE BUILDING
MIDLAND, TEXAS

September 5, 1958

G. D. ALMEN, JR.
VICE PRES. & DIVISION MANAGER
R. L. ELSTON
ASSISTANT DIVISION MANAGER

C. S. TINKLER
DIVISION EXPLORATION SUPT.
H. F. DEFENBAUGH
DIVISION PRODUCTION SUPT.
F. C. ROGERS
DIVISION GAS & GAS PRODUCTS SUPT.

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable Murray Morgan
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
Attn: Unit Division

Re: Case No. 1023
Order No. R-780
Seaman Unit
Lea County, New Mexico
SO&G Seaman Unit
Well No. 5

Gentlemen:

In compliance with Section 3(b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which Order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area:

WELL DESIGNATION: Seaman Unit Well No. 5

LOCATION: 660 feet from the South line and 1980 feet from the East line of Section 24, T-16-S, R-33-E, N.M.P.M. Lea County, New Mexico

COMMENCEMENT DATE: December 26, 1957

COMPLETION DATE: March 20, 1958

RESULTS: The Seaman Unit Well No. 5 was completed as a producing well with a Calendar day allowable of 199 BOPD in the Wolfcamp formation, from perforations 10,766 feet through 10,780 feet. On potential tests this well flowed Wolfcamp 322 barrels of new oil, 40.5 gravity, no water in 24 hours; 21/64 inch choke; tubing pressure 350 pounds, casing sealed; gas/oil ratio 1,263/1. This well is still maintaining its allowable.

We trust the enclosed information complies with Section 3 (b) of the above referred to Order of the New Mexico Oil Conservation Commission, which

Oil Conservation Commission

Page -2-

September 5, 1958


requires the Operator to file periodic reports covering subject Unit. If there is any additional information you desire, please advise.

Yours truly,

SINCLAIR OIL & GAS COMPANY

C. S. TINKLER

By:


R. L. OSBORN

RLO/jjp

cc: Cities Service Oil Company
Cities Service Building
Bartlesville, Oklahoma

Skelly Oil Company
Skelly Building
Tulsa, Oklahoma

Shell Oil Company
Petroleum Life Building
Midland, Texas

SINCLAIR OIL & GAS COMPANY

1957 SEP 11 AM 8:04

P. O. Box 1470
Midland, Texas

September 9, 1957

File 1023

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable Murray Morgan
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico
Attn: Unit Division

Re: Case No. 1023
Order No. R-780
Seaman Unit
SO&G Seaman Unit Well No. 4

Gentlemen:

In compliance with Section 3(b) of the Order of New Mexico Oil Conservation Commission approving the Seaman Unit, which order is dated March 29, 1956, the following information is furnished with respect to operations in the unit area:

Well Designation: Seaman Unit Well No. 4.

Location: 536.25 feet from the West line and 660 feet from the South line of Section 19, Township 16 South, Range 34 East, NMPM, Lea County, New Mexico.

Commencement date: June 21, 1957.

Completion date: August 26, 1957.

Results: The Seaman Unit Well No. 4 was completed as a producing oil well with a state allowable of 216 BOPD in the Keanitz-Wolfcamp formations from perforations 10,656 through 10,682 feet.

We trust the enclosed information complies with Section 3(b) of the above referred to Order of New Mexico Oil Conservation Commission,

Oil Conservation Commission

Honorable Murray Morgan

-2-

September 9, 1957

which requires the operator to file periodic reports covering the subject unit. If there is any additional information you desire, please advise us.

Yours truly,

SINCLAIR OIL & GAS COMPANY

C. S. Tinkler
C. S. TINKLER

RLO:fr

cc: Cities Service Oil Company
Bartlesville, Oklahoma

Skelly Oil Company
Skelly Building
Tulsa, Oklahoma

Shell Oil Company
Petroleum Building
Midland, Texas

1023
In reply refer to:
Unit Division

December 4, 1956

Sinclair Oil and Gas Co.
P. O. Box 1470
Midland, Texas

Attention: Mr. C. S. Tinkler

Re: (Seaman Unit Agreement)
Unit Well No. 1

Gentlemen:

We are in receipt of your report on your Seaman Unit Well No. 1, which you are in the process of recompleting as a single zone producer from the Pennsylvania Strawn section. Will you please furnish this office with a copy of your C-105 at such time as this is completed.

We wish to thank you for your cooperation in this matter.

Very truly yours,

E. S. WALKER
Commissioner of Public Lands

ESW:MJR/m

cc: OCC-Santa Fe
Mr. H. F. Defenbaugh
Sinclair Oil and Gas Co.-Midland

In reply refer to:
Unit Division

October 29, 1956

fill

Sinclair Oil and Gas Company
P. O. Box 1470
Midland, Texas

Re: (Seaman Unit)
No. 1 Unit Well

Gentlemen:

We are enclosing two copies of your request to discontinue producing your Seaman Unit Well No. 1 so as to determine the feasibility of dual completion.

This request was approved by the Commissioner of Public Lands October 29, 1956. At the end of the four week period, may we have a further report from you concerning this well.

Very truly yours,

E. S. WALKER
Commissioner of Public Lands

MMR/m
enc: 2

cc: OCC-Santa Fe

SINCLAIR OIL & GAS COMPANY

RECEIVED AUG 21 1956

P. O. Box 1470
Midland, Texas

August 21 - 1956

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Honorable E. S. Walker
Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico

File 1023

RE: Case No. 1023
Order No. R-780
Seaman Unit
SE/4 Sec. 12, SE/4 & NE/4 Sec. 13
and SE/4 and NE/4 Sec. 24, T-16S,
R-33E, Lots 3, 4 and E/2 SW/4 Sec.
7, Lots 1, 2, 3, 4, E/2 NW/4 and
E/2 SW/4 Sec. 18 and Lots 1, 2, 3,
4, E/2 NW/4 and E/2 SW/4 Sec. 19,
T-16S, R-34E
Lea County - New Mexico

Gentlemen:

In compliance with Section 3 (b) of the Order of the New Mexico Oil Conservation Commission approving the Seaman Unit which is dated March 29, 1956, the following information is furnished you with respect to the test well provided for in the Unit Agreement.

Well Designation: Sinclair Oil & Gas Company Well #1 Seaman Unit

Location: 660 feet from the South and East lines of Section 13, T-16S, R-34E, Lea County, New Mexico

Date Actual Drilling Commenced: March 27, 1956

Proposed Depth: A depth sufficient to test the Devonian formation at approximately 14,750'

Oil Conservation Commission
August 21, 1956
Page 2

Present Depth: The well was drilling at 13,890 feet in lime and chert as of August 21, 1956. It has had two favorable drill stem tests so far as follows:

Drill Stem Test: 11,206'-281' Pennsylvanian lime, oil to the surface in 55 minutes, flowed 1 minute and was shut in (no flow rate taken) Reversed out 20 barrels oil and no water, flowing pressure 1300-2520#. Shut in pressure 3930#; estimated 56 feet of gross pay and 46 feet of net pay, 18% salt water, 9.8 average porosity.

Drill Stem Test: 12,675-700' Pennsylvanian (Atoka sand), gas to the surface in 22 minutes, gas volume estimated at 5,500,000 CFPD, recovered 240 feet water blanket plus 690 feet of distillate, flowing pressure 1690-2315#, 45 minute shut in pressure 6925#, Atoka sand 12,658'-12,684'

In addition to the above test we have also commenced the following:

Well Designation: Sinclair Oil & Gas Company Well #2 Seaman Unit

Location: 660 feet from the North and West lines of Section 19, T-16S, R-34E, Lea County, New Mexico

Date Well Actually Commenced: August 4, 1956

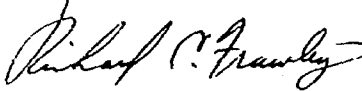
Proposed Depth: Test Devonian formation at approximately 14,750'. If the #1 Seaman Unit is unsuccessful in the Devonian then this well will be completed in the Pennsylvanian formation

Present Depth: This well was drilling at 4340 feet in anhydrite and lime as of August 21, 1956. We do not anticipate any favorable shows until we reach the Pennsylvanian formation

We believe the above data fully complies with Section 3 (b) of the Order of Oil Conservation Commission approving the Seaman Unit which is dated March 29, 1956. If there is any other information you desire, please advise.

Yours very truly,

SINCLAIR OIL & GAS COMPANY

By: 
Richard C. Frawley

CST:gt

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

April 11, 1956

Mr. Layton Webb
Sinclair Oil & Gas Co.
Fair Building
Fort Worth, Texas

Dear Sir:

We enclose a copy of Order R-780 issued March 29, 1956,
by the Oil Conservation Commission in Case 1023, which was
heard on March 1st at Hobbs, New Mexico.

Very truly yours,

A. L. Porter, Jr.
Acting Secretary - Director

ALP:brp
Encls.

C
O
P
Y

Case # 1023
on 3/1/56
@ H. H. H.

February 17, 1956

In reply refer to:
Unit Division

Sinclair Oil and Gas Co.
Fair Building
Fort Worth, Texas

Re: Seaman Unit
Sinclair Oil & Gas,
Operator
Lea County, N. Mex.

Attention: Mr. Layton A. Webb
Attorney

Gentlemen:

We are enclosing one copy of application
and two copies of the Seaman Unit Agreement,
which were approved by the Commissioner of
Public Lands February 17, 1956.

We are also enclosing Official Receipt
in the amount of \$30.00, which covers the
filing fee for the Seaman Unit.

Very truly yours,

E. S. WALKER
Commissioner of Public Lands

MMR/m
enc: 4

cc: OCC-Santa Fe

Case 10 6 2

SINCLAIR OIL & GAS COMPANY

FAIR BUILDING

FORT WORTH, TEXAS

LEGAL DEPARTMENT

February 2, 1956

New Mexico Oil Conservation Commission
Post Office Box 871
Santa Fe, New Mexico

Attention: Mr. W. B. Macey

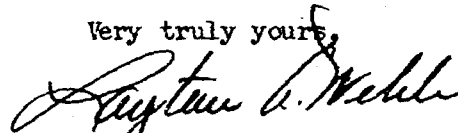
Re: Application of Sinclair Oil & Gas Company
for the approval of the Seaman Unit,
embracing 1522.05 acres, more or less,
located in T-16-S, R-33-E, and T-16-S,
R-34-E, N.M.P.M., Lea County, New Mexico.

Gentlemen:

Enclosed in triplicate is the proposed Unit Agreement for the Seaman Unit Area, Lea County, New Mexico, and application of Sinclair Oil & Gas Company for approval of said Unit Agreement.

You will note that we have requested that the hearing be held before an Examiner, and we will greatly appreciate your setting this application for hearing on the earliest possible date.

Very truly yours,



Layton A. Webb
Attorney

LAW:lp
encls.

MAIN OFFICE
SINCLAIR OIL & GAS COMPANY

1956 MAR 12 AM 8-34 FAIR BUILDING

FORT WORTH, TEXAS

LEGAL DEPARTMENT

March 8, 1956

Oil Conservation Commission
State of New Mexico
P. O. Box 871
Santa Fe, New Mexico

Attention: Mr. W. B. Macey

Re: (Seaman Unit)
Lea County, New Mexico.

Gentlemen:

Enclosed is executed copy of adoption and ratification of the Seaman Unit by Mr. Earl G. Levick, et ux, which we agreed to furnish the Commission during the hearing on the application for approval of the Seaman Unit. The Unit Agreement has now been executed or ratified by all parties owning an interest in the Unit Area.

Very truly yours,

Layton A. Webb

Layton A. Webb
Attorney

LAW:lp
encls.

UNIT OFFICE 5-10

UNIT OFFICE 5-10

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SEAMAN UNIT,
LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Seaman Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator, and others, in form approved by the Commissioner of Public Land of the State of New Mexico, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: February 24, 1951

Lawrence G. Leveck
Winnie S. Leveck

Address:

P.O. Box 1113
Rowell N. M.

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF NEW MEXICO }
COUNTY OF Chaves } SS.

I, the undersigned Notary Public, do hereby certify that on the 24th day of Febr, 1922, personally and in person appeared Earl G. Lewis and Minnie S. Lewis his-her wife-husband the signer S of the above instrument, and personally known to me to be the person S described in and who executed the foregoing instrument and whose name S is subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 24th day of February, 1922.

My commission expires:

March 16, 1927

Ernest Lee Hodges
Notary Public, whose place of residence is Roswell, N. M.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Wyoming, Idaho, Montana, New Mexico, Utah.

STATE OF _____ }
COUNTY OF _____ } SS.

I, the undersigned Notary Public, do hereby certify that on the day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer _____ of the above instrument, and personally known to me to be the person _____ described in and who executed the foregoing instrument and whose name _____ is subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public, whose place of residence is _____

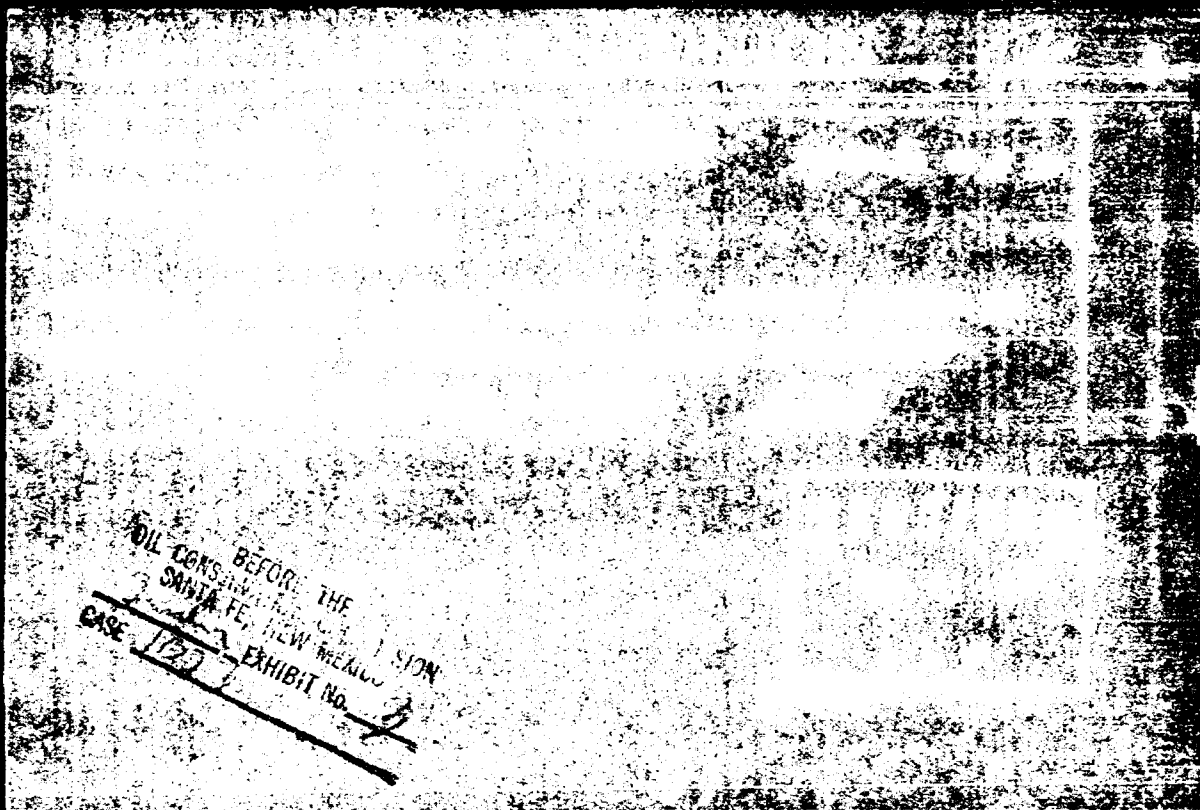
WESTERN UNION

(19).

DB300 LA296

L RW1060 50 COLLECT ROSWELL NMEX 22 213PMU- 1956 FEB 22 PM 3 27
JOHN I WARE, SINGLAIR OIL AND GAS CO.
901 FAIR BLG FTW-

RE: OVERRIDING ROYALTY INTEREST, SEAMAN UNIT, LEA COUNTY.
AS OWNER OF OVERRIDING ROYALTY INTEREST UNDER SINGLAIR
LEASE IN SEAMAN UNIT, LEA COUNTY, NEW MEXICO, I APPROVE
THE CHANGE OF LOCATION FOR THE TEST WELL TO BE 660' FROM
THE EAST AND 510' FROM THE SOUTH LINES OF THE SECTION.
EARL G LEVICK-



OIL CONS. BEFOR. THE
SANTA FE, NEW MEXICO
CASE 1122 EXHIBIT NO. 1

1926 FEB 22 AM 9 07

CSO CO DEVERMORE OKLA FEB 22

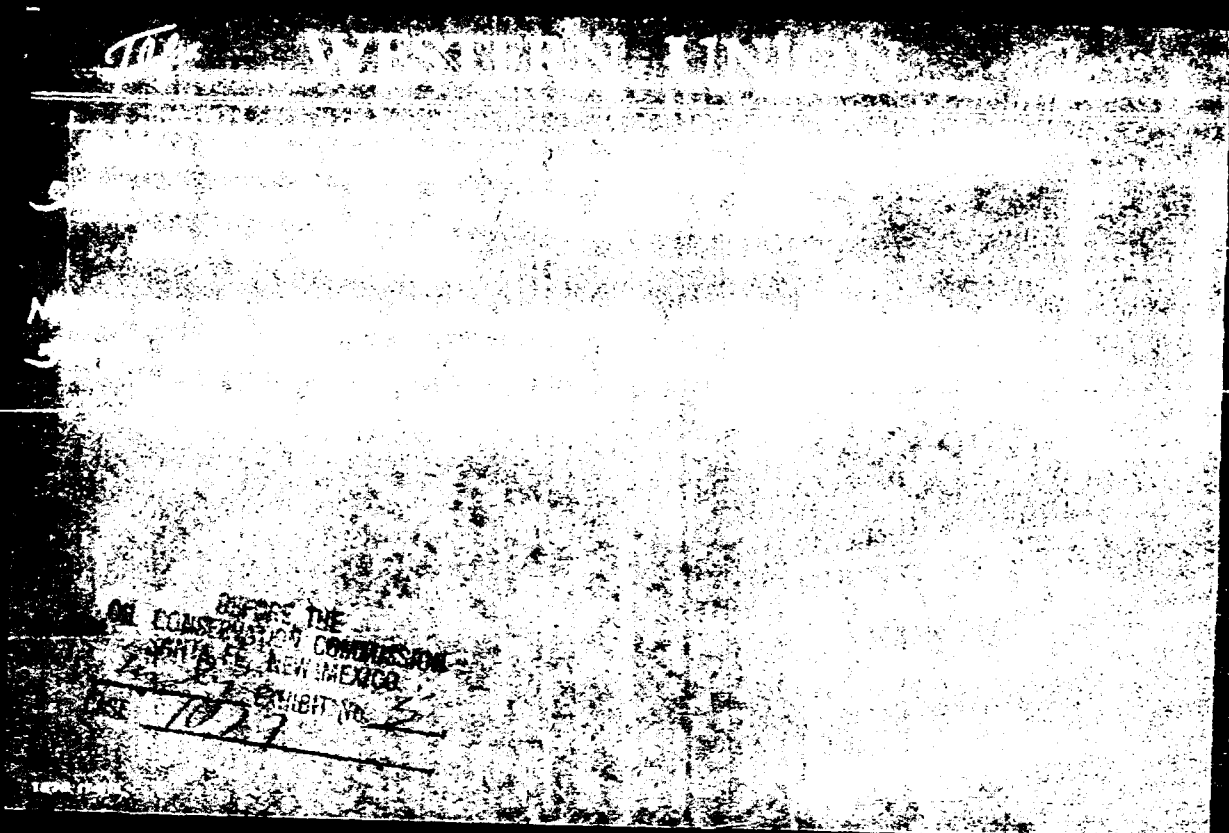
SINCLAIR O AND C CO

JOHN L. BINE

RE- SEAMAN UNIT, LEE COUNTY, NEW MEXICO
AGREE TO CHANGE BY LONG POINT TO 600 FT EAST AND 210 FEET FROM SOUTH
LINE 13-133-715.

D C HOUSEL CS OIL CO

E END



BEFORE THE
OIL CONSERVATION COMMISSION
Hobbs, New Mexico
March 1, 1956

IN THE MATTER OF:

Case No. 1023

TRANSCRIPT OF PROCEEDINGS

BEFORE THE
OIL CONSERVATION COMMISSION
March 1, 1956
Hobbs, New Mexico

Application of Sinclair Oil and Gas
Company for an order granting approval
of the proposed Seaman Unit Agreement
consisting of 1522.05 acres of land, more
or less, in Lea County, New Mexico.

Applicant, in the above-styled cause, seeks
an order granting approval of the proposed
Seaman Unit Agreement embracing 1522.05
acres of land, more or less, in Lea County,
New Mexico, consisting of the following
described acreage:

Township 16 South, Range 33 East
SE/4 Section 12
SE/4 & NE/4 Section 13
SE/4 & NE/4 Section 24

Township 16 South, Range 34 East
Lots 3 & 4, E/2 SW/4 Section 7
Lots 1, 2, 3, & 4, E/2 NW/4 &
E/2 SW/4 Section 18
Lots 1, 2, 3, & 4, E/2 NW/4, &
E/2 SW/4 Section 19

Case No. 1023

BEFORE:

Warren W. Mankin, Examiner

TRANSCRIPT OF HEARING

EXAMINER MANKIN: The next case is Case 1023, the application of Sinclair
Oil and Gas Company, for an order granting approval of the proposed Seaman Unit
Agreement in Lea County, New Mexico.

MR. WEBB: Mr. Examiner, I am Layton Webb of Fort Worth. I would
like to make a brief statement for the record. I have one witness, Mr. Larry Seaman,

our Division Geophysicist, to have sworn in. The proposed Seaman Unit contains 1522.05 acres located in Township 16 South, Range 33 East and Township 16 South, Range 34 East. It is all state land. There are four leasehold owners, namely Sinclair who is the unit operator under the agreement, and Cities Service Oil Company, Skelly Oil Company, and Shell Oil Company. The unit agreement has now been completely signed including the over-riding royalty owner who is Mr. Earl Levick of Roswell and he has drawn his signature up and the unit agreement has been approved by the Commissioner of Public Lands, State of New Mexico, on February 19, 1956. I might state that this unit agreement follows in substance the form of agreements which the Commission has approved before. As I said, I have one witness, Mr. Seaman.

LARRY SEAMAN

Called as a witness, having first been duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. WEBB:

Q. One further statement that I would like to make is that the over-riding royalty owner is under Sinclair's---one of Sinclair's leases and I do not at this time have an executed copy of the consent but if they care for an executed copy, I will furnish the Commission with it just as soon as we can.

State your name please:

A. L. O. Seaman

Q. Where do you live Mr. Seaman?

A. Fort Worth.

Q. And by whom are you employed?

A. Sinclair Oil and Gas Company

Q. And in what capacity are you employed?

A. Division Geophysicist.

Q. In your position as Division Geophysicist in the Fort Worth office do you have charge of geophysical exploration in New Mexico?

A. Right.

Q. And thats all of the State of New Mexico, is that right sir?

A. No, not the West half.

Q. Of Lea County, New Mexico?

A. Yes.

Q. Have you ever testified before this Commission?

A. No.

Q. If you will state briefly your education and experience and background for the Commission, please.

A. I graduated from Oklahoma University in 1925. I worked for Shell Oil Company before going to work for Sinclair, I have worked for Sinclair for 29 years.

Q. And your work with Sinclair has been with geophysical exploration primarily, is that correct?

A. Primarily, since geophysical work started and exclusively since geophysical work started in the United States.

Q. Mr. Seaman, you are familiar with the area covered by the proposed Seaman Unit, are you not?

A. I am.

Q. It covers land out of Township 16, Ranges 33 East and 34 East?

A. Thats right.

Q. Have you had occasion to---may I ask you this question. Have you or has there been accomplished under your supervision a geophysical survey of this area?

A. Yes.

Q. And by whom was that geophysical survey made?

A. A contract company, M.Y. Geophysical Company.

Q. And approximately what date was this done?

A. I would say the middle of 1954.

Q. And what method of geophysical survey was-----

A. Reflection seismograph.

Q. Would you briefly explain to the Examiner and to the Commission the exact type of survey that was conducted in this area?

A. Roughly, this area has an elevation of about 4150. Our detailed seismic work, the density of control was approximately around every section. We drilled--- our average shot hole depth was around 240 feet. Our average powder charge was from 50 to 75 feet. The spread length on our geophone was 1760 feet on each side of the shot point. We used 24 place SIE equipment at 18 geophones per trace. That covers the mechanical details.

Q. Was the result of this geophysical survey positive or negative? In other words, were you able to get a picture?

A. Yes. We had apparently good records in this area--not the best, but fairly good.

Q. And the results of that survey--have you taken the results and interpreted them and placed them on a seismic reflection contour map?

A. Yes.

Q. And, I hand you what has been marked applicant's Exhibit No. 2 and ask you what this instrument is?

A. This is a contoured reflection seismograph map and it is contoured in time. The time element there, if you will notice on the top of the contour is 1.680, that's

one second and 680 thousands of a second. That is the time that it took the seismic wave to go from the surface down to the top of the Devonian and back to the surface.

Q. Excuse me. This map was made by you or under your supervision, is that correct?

A. Yes. The contour interval there converted to feet or time, in other words, converted to feet on what you would call a section of this map is 75 feet plus or minus. We determined that from knowing the velocities of the seismic waves in this area. The picture as a whole has approximately 250 feet plus or minus closure, the interpretation was with the fault on the east side and the structure being on the downthrow side of this fault and a portion of the closure being controlled by that normal downthrow fault.

Q. Mr. Seaman, your interpretation of this seismic reflection survey which you have placed on the ownership plat for the unit area, the unit area outline is shown in green there, would you say that the unit area does or does not embrace substantially all of what you consider the Devonian geological feature to be in this particular area?

A. Yes, in our experience with the geophysical structures in New Mexico, I would say that we feel like we have very well covered what would be Devonian production, if we get Devonian production.

Q. And do you feel that the size of the Devonian structure as you interpret there, that a unit operation such as we have proposed here would be beneficial in the industry and would prevent waste and promote the best ultimate recovery of oil and gas?

A. Yes.

MR. MONTGOMERY: Mr. Seaman, does the unit provide for expansion or the reduction in the size of the unit?

A. Yes.

MR. MONTGOMERY: And I didn't understand for sure if you said that this was correct to plus or minus 75 feet.

A. Yes, plus or minus 75 feet as near as we can tell from our velocity control in this part of Lea County.

MR. MONTGOMERY: Did you state how many feet of closure you had?

A. I would say 250 plus or minus.

MR. MONTGOMERY: That's all I have.

MR. MANKIN: Any other questions of the witness?

MR. WEBB: For the purpose of the record I would like to introduce applicant's Exhibit 1 and 2, Exhibit 1 being the executed unit agreement and Exhibit 2 being the ownership plat showing the unit area outlined in green on which has been superimposed a reflection contour map.

MR. MANKIN: I have one question, I don't know whether Mr. Seaman can answer it or you can answer it. The segregation clause has that been provided in this--

A. Yes, sir. The segregation clause has been provided, I believe, by the usual form. I will state what it is. It is a complete segregation with the proviso that a drilling well with----on land embraced within the lease, whether within or without the area will hold the entire lease. Otherwise it is completely segregated.

MR. MANKIN: So that particular segregation clause was---has been approved by the Commissioner of Public Lands which ordinarily requests such a-----

MR. WEBB: Yes, it is the clause which the Commissioner requires.

MR. MANKIN: And he has approved it as such?

MR. WEBB: On February 19th, I believe.

MR. MANKIN: Are there any further questions of the witness?

MR. WEBB: The original location as shown in the unit agreement is shown to be 660 feet from-----

MR. SEAMAN: From the South and East lines of Section 13, 16 South, 33 East.

MR. WEBB: Alright fine, Thank you.

MR. MANKIN: Is that a change from the original?

MR. WEBB: That was the original location and upon survey it was determined that that fell 3 feet off of state highway right of way. Is that not correct, Mr. Seaman? And it was changed and I am advised with the consent of the local office of the Commission. I don't know that for sure, but I was advised-----to 580 from the South----

MR. SEAMAN: I understood 550-----

MR. WEBB: 550 from the South and 660 from the East.

MR. MANKIN: It was changed 110 feet to conform with-----

MR. WEBB: Yes.

MR. GURLEY: That was part of the unit agreement, was it. Well did the agreement state where the well was to be-----

MR. WEBB: Yes, sir. And perhaps I had better introduce photostatic copies of the wires from the various non-operators agreeing to the change in location.

MR. GURLEY: You received permission from all of them did you to that effect?

MR. WEBB: Yes, including the over-riders and all.

MR. MANKIN: I have one other question. What is the---I am sure that the application and agreement states the depth of the well, but for the matter of the

record here what was the proposed depth to properly test the Devonian?

MR. WEBB: Its for fluid, or essentially it is for fluid in the Devonian not to exceed-----

MR. SEAMAN: 14.5 or 15-----

MR. WEBB: I will check---its to a depth sufficient to test fully the Devonian formation or to 14,750 feet which ever is the lesser depth.

MR. MANKIN: Alright sir. Is there any further question of the witness? I believe you previously entered Exhibits 1 through-----

MR. WEBB: Six.

MR. MANKIN: Did you ask that the last Exhibit be entered?

MR. WEBB: Yes, I would like for the purpose of the record to enter Exhibits three through six.

MR. MANKIN: Is There objection to the entering of Exhibits 3 through 6? I am not sure if we entered one and two, but if we didn't, is there objection to that? If not Exhibits 1 through 6 will be so entered. Is there further question of the witness? If not, the witness may be excused and we will take the case under advisement.

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

I, Joan Hadley, do hereby certify that the foregoing and attached transcript of proceedings before the New Mexico Oil Conservation Commission Examiner at Hobbs, New Mexico, is a true and correct record, to the best of my knowledge, skill and ability.

Dated at Santa Fe, New Mexico this 21st. day of March, 1956

Joan Hadley

Dry in Dev.
German Unit #1
Shell

Stratigraphy

CS

oil Kelly 4100 ft
5800 ft
41-42

11,200 Penn. Shale

12,600 11 atoka
gas dist. 5 1/2 mi 45° 6200 ft
4100 ft New

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. 1023
Order No. R-780

THE APPLICATION OF SINCLAIR OIL
AND GAS COMPANY FOR THE APPROVAL
OF THE SEAMAN UNIT AGREEMENT,
EMBRACING 1,522.08 ACRES, MORE
OR LESS, LOCATED IN TOWNSHIP 16
SOUTH, RANGE 33 EAST AND TOWNSHIP
16 SOUTH, RANGE 34 EAST, NMPN,
LEA COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 10 o'clock a.m. on
March 1, 1956, at Hobbs, 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 29th day of March 1956, the Oil Conservation
Commission of New Mexico, a quorum being present, having considered
the application, the evidence presented, 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:

Section 1. That this order shall be known as the

SEAMAN UNIT AGREEMENT ORDER

Section 2. (a) That the project herein referred to
shall be known as the Seaman 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 Seaman Unit Area, referred
to in the petitioner's petition and filed with said petition, and
such plan shall be known as the Seaman Unit Agreement Plan.

Section 3. (a) That the Seaman 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 Seaman Unit Agreement, or relative to the production of oil or gas therefrom.

(b) That the unit operator periodically shall file with the Commission a Seaman Unit Statement of Progress summarizing operations for the exploration and development of any lands committed to said Seaman Unit Agreement. This statement of progress shall be filed within 30 days after the expiration of each six months during the term of the unit agreement, and shall contain such pertinent data as may be necessary for the Commission to determine the progress being made in the Seaman Unit Area.

Section 4. That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 16 SOUTH, RANGE 33 EAST

SE/4 Section 12

SE/4 and NE/4 Section 13

SE/4 and NE/4 Section 24

TOWNSHIP 16 SOUTH, RANGE 34 EAST

Lots 3 and 4 and E/2 SW/4 Section 7

Lots 1, 2, 3, and 4, E/2 NW/4, and E/2 SW/4
Section 18

Lots 1, 2, 3, and 4, E/2 NW/4, and E/2 SW/4
Section 19

containing 1,522.05 acres, more or less.

Section 5. That the unit operator shall file with the Commission an executed original or executed counterpart of the Seaman Unit Agreement within 30 days after the effective date thereof.

Section 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 of ratification.

-3-
Order No. R-780

Section 7. That this order shall become effective upon approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico 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. MACKY, Member and Secretary



lr/

Rough
draft
DSN/ir
March 21

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:

Handwritten signature and date 3/21/56

CASE NO. 1023
Order No. R-780

THE APPLICATION OF SINCLAIR
OIL AND GAS COMPANY FOR THE
APPROVAL OF THE SEAMAN UNIT
AGREEMENT, EMBRACING 1,522.05
ACRES, MORE OR LESS, LOCATED
IN TOWNSHIP 16 SOUTH, RANGE
33 EAST AND TOWNSHIP 16 SOUTH,
RANGE 34 EAST, NMPM, LEA COUNTY,
NEW MEXICO.

ORDER OF THE COMMISSION

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Examiner duly appointed by the Oil Conservation Commission of New
Mexico, in accordance with Rule 1214 of Order R-681.

NOW, on this day of MARCH 1956, the
Oil Conservation Commission of New Mexico, a quorum being present,
having considered the application, the evidence presented, 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:

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Case No. 1023

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(b) That the unit operator periodically shall file with the Commission, a Seaman Unit Statement of Progress, summarizing operations for the exploration and development of any lands committed to said Seaman Unit Agreement. This statement of progress shall be filed within 30 days after the expiration of each six months during the term of the unit agreement, and shall contain such pertinent data as may be necessary for the Commission to determine the progress being made in the Seaman Unit Area.

Section 4. That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 16 SOUTH, RANGE 33 EAST

SE/4 Section 12

SE/4 and NE/4 Section 13

SE/4 and NE/4 Section 24

TOWNSHIP 16 SOUTH, RANGE 34 EAST

Lots 3 and 4 and E/2 SW/4 Section 7

Lots 1, 2, 3, and 4, E/2 NW/4, and E/2 SW/4 Section 18

Lots 1, 2, 3, and 4, E/2 NW/4, and E/2 SW/4 Sec. 19

containing 1,522.05 acres, more or less.

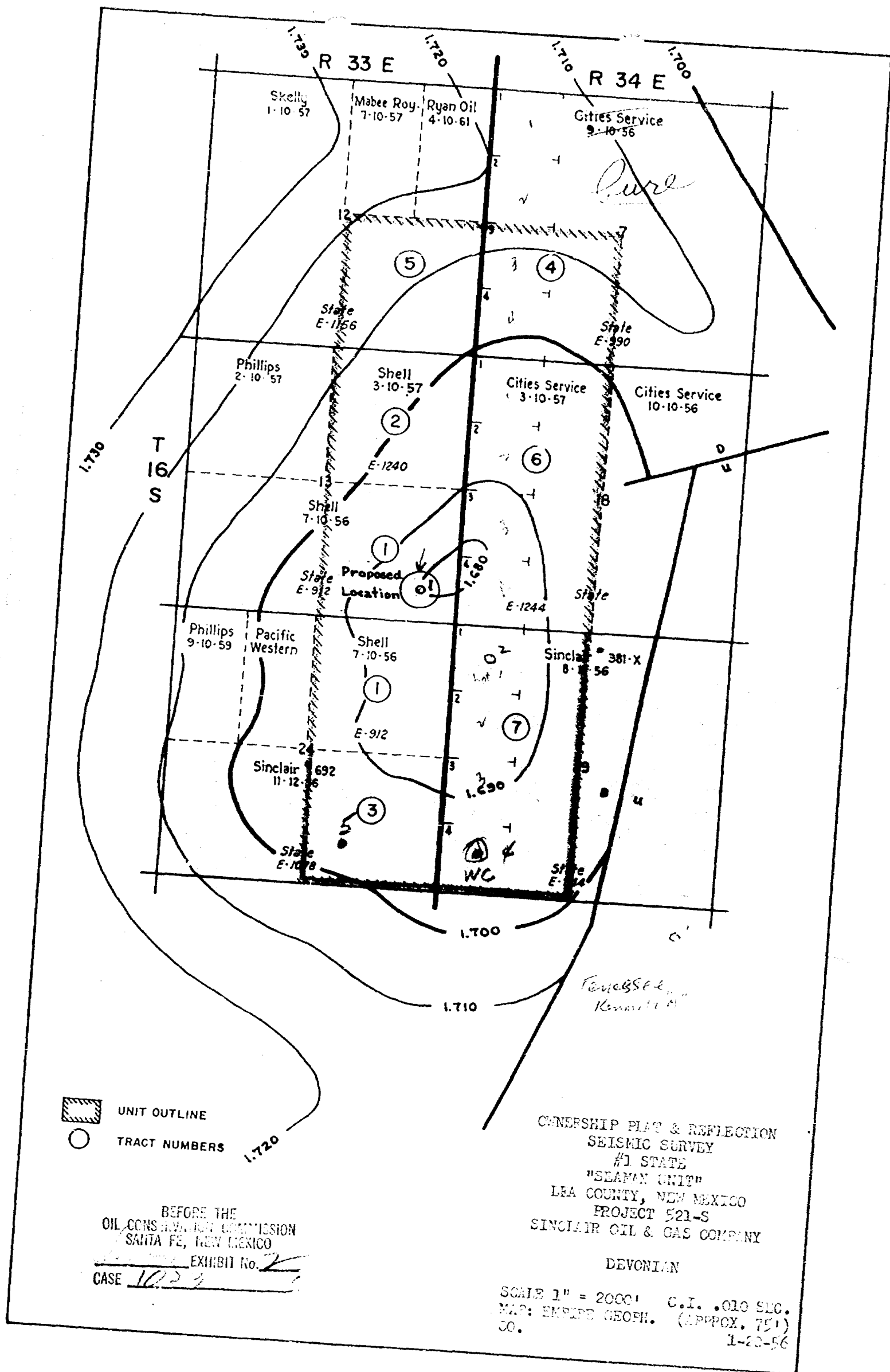
Case No. 1023

Section 5. That the unit operator shall file with the Commission an executed original or executed counterpart of the Seaman Unit Agreement within 30 days after the effective date thereof.

Section 6. That any party owning rights in the unitized substances who does ~~commit~~ **NOT COMMIT** such rights to said unit agreement ^{be-} for 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 and original of any such counterpart or ratification.

Section 7. That this order shall become effective upon approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico 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 etc.



BEFORE THE OIL CONSERVATION COMMISSION OF THE
STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF)
SINCLAIR OIL & GAS COMPANY FOR THE)
APPROVAL OF THE SEAMAN UNIT, EMBRACING)
1522.05 ACRES, MORE OR LESS, LOCATED)
IN TOWNSHIP 16 SOUTH, RANGE 33 EAST,)
AND TOWNSHIP 16 SOUTH, RANGE 34 EAST,)
N. M. P. M., LEA COUNTY, NEW MEXICO.)

CASE NO. 1064

ORDER NO. _____

A P P L I C A T I O N

NOW COMES Sinclair Oil & Gas Company, a Maine corporation with offices at Fort Worth, Texas, and files herewith three (3) copies of a proposed Unit Agreement for the development and operation of the Seaman Unit Area, Lea County, New Mexico, and hereby makes application for the approval of said Unit Agreement as provided by law, and in support thereof shows:

1.

That the proposed Unit Area covered by said Unit Agreement embraces 1522.05 acres, more or less, situated in Lea County, New Mexico and more particularly described as follows:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 16 S., R. 33 E.

Sec. 12: SE $\frac{1}{4}$
Sec. 13: SE $\frac{1}{4}$, NE $\frac{1}{4}$
Sec. 24: SE $\frac{1}{4}$, NE $\frac{1}{4}$

T. 16 S., R. 34 E.

Sec. 7, Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 18, Lots 1, 2, 3 and 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 19, Lots 1, 2, 3 and 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

2.

That all of the lands embraced within the proposed Unit Area are State lands.

3.

That applicant is informed and believes, and upon such information 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.

4.

That applicant, Sinclair Oil & Gas Company, is designated as Unit Operator of the Unit Agreement and as such is given authority under the terms thereof to carry on all operations necessary for the development 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 within sixty (60) days after 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 14,750 feet.

5.

That the development and operation of the Unit Area will be conducted in accordance with a plan of development and operation having the approval of the Commissioner of Public Lands for the State of New Mexico; that under said Unit Agreement the State of New Mexico will receive its fair share of the oil and gas; and that said Unit Agreement in all respects tends to prevent waste and promote conservation of oil and gas.

6.

That the names and addresses of all the working interest owners other than Sinclair Oil & Gas Company are as follows:

Skelly Oil Company
Skelly Building
Tulsa, Oklahoma

Cities Service Oil Company
Bartlesville, Oklahoma

Shell Oil Company
Petroleum Building
Midland, Texas

7.

That all of the working interest owners, except Cities Service Oil Company, have already executed the Unit Agreement; that the execution of same by Cities Service Oil Company is expected shortly. That efforts are continuing to obtain commitment to the Unit Agreement of all other interests in the Unit Area.

8.

That application is being made for the approval of said Unit Agreement by the Commissioner of Public Lands of the State of New Mexico.

9.

That within ten (10) days from the effective date of the Unit Agreement, an executed copy of said Unit Agreement will be filed with the Commission.

WHEREFORE, applicant, Sinclair Oil & Gas Company, prays that this Commission set this application for a public hearing before an Examiner, that notices be issued according to law, and that upon said hearing, said Unit Agreement be approved by this Commission.

NAT. J. HARBEN
LAYTON A. WEBB
901 Fair Building
Fort Worth, Texas

By *Layton A. Webb*

ATTORNEYS FOR APPLICANT,
SINCLAIR OIL & GAS COMPANY.