

Case No.

72

Application, Transcript,
Small Exhibits, Etc.

NO.
Case 72

CASE 72

GEORGE F. BREMINGTON, ET AL

BEFORE THE OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

CASE NO. 72

IN THE MATTER OF THE APPLICATION OF GEORGE F. BREWINGTON, AL GREER, JOHN A. PIERCE, C. E. CARROLL, ROBERT L. MADDOX AND L. G. STEARNS FOR AN ORDER TO RESCIND ORDER NO. 541 LIMITING AND FIXING SPACING OF GAS WELLS IN THE FULCHER BASIN FIELD IN SAN JUAN COUNTY, NEW MEXICO OF ONE WELL TO 160 ACRES SO AS TO RETURN TO THE CUSTOMARY 40-ACRE SPACING OF THE OIL CONSERVATION COMMISSION.

Pursuant to notice by the Commission, duly made and published, setting May 8, 1946 at 10:00 o'clock A. M. for hearing in the above-mentioned matter, said hearing was convened on said day at said hour in the Coronada Room at La Fonda Hotel, Santa Fe, New Mexico, the Commission sitting as follows:

Governor John J. Dempsey, Chairman
Commissioner of Public Lands John E. Miles, Member
State Geologist R. H. Spurrier, Secretary
Carl B. Livingston

R E G I S T E R

<u>NAME</u>	<u>COMPANY</u>	<u>ADDRESS</u>
Lloyd L. Gray	Gulf Oil Company	Tulsa, Oklahoma
H. R. Markley	Phillips Petroleum Company	Odessa, Texas
Dan L. Mayer	Phillips Petroleum Company	Bartlesville, Oklahoma
A. H. Rippel	Phillips Petroleum Company	Bartlesville, Oklahoma
R. B. F. Hummer	Phillips Petroleum Company	Bartlesville, Oklahoma
H. B. Hurley	Continental Oil Company	Fort Worth, Texas
W. G. Ricketts	Amerada Petroleum Corporation	Tulsa, Oklahoma
J. E. Lowe	Amerada Petroleum Corporation	Midland, Texas
Al Greer		Aztec, New Mexico
Robert L. Maddox		Aztec, New Mexico
Dudley Cornell		Albuquerque, New Mexico
D. D. Bodie	Cities Service Oil Company	Hobbs, New Mexico
F. A. Catron	Charles Eneu Johnson Company	Santa Fe, New Mexico
A. K. Montgomery	Stanolind Oil Company	Santa Fe, New Mexico
W. B. Macey	Oil Conservation Commission	Artesia, New Mexico
A. R. Greer		Aztec, New Mexico
G. H. Gray	Repollo Oil Company	Midland, Texas
Harve H. Mayfield	Magnolia Petroleum Company	Kernit, Texas
C. W. Paris	Shell Oil Company	Midland, Texas
Gordon A. Goodwin	Richfield Oil Corporation	Los Angeles, California
F. E. McPhillips	Richfield Oil Corporation	Los Angeles, California
George R. Gibson	Richfield Oil Corporation	Midland, Texas
E. H. Shaw	Richfield Oil Corporation	Midland, Texas
Foster Morrell	U. S. Geological Survey	Roswell, New Mexico
Glenn Staley	Lea County Operators Committee	Hobbs, New Mexico
D. A. Powell	Drilling & Exploration Company	Hobbs, New Mexico
George A. Graham	State Land Office	Santa Fe, New Mexico
E. J. Gallagher	Gulf Oil Corporation	Hobbs, New Mexico
Roy O. Yarbrough	Oil Conservation Commission	Hobbs, New Mexico
S. G. Sanderson	Gulf Oil Corporation	Tulsa, Oklahoma
John W. Spier	Charles Eneu Johnson & Company	Hobbs, New Mexico
R. U. Fitting, Jr.	Consulting Petroleum Engineer	Midland, Texas
L. C. Herkness	Charles Eneu Johnson & Company	Philadelphia, Pa.
R. W. Ely	Cities Service Oil Company	Hobbs, New Mexico
F. C. LeFevre	Cities Service Oil Company	Bartlesville, Oklahoma
R. G. Schuehle	Texas-Pacific Coal & Oil Co.	Midland, Texas
Max M. Mahaffey	Cities Service Oil Company	Bartlesville, Oklahoma
D. R. McKeithan	Phillips Petroleum Company	Bartlesville, Oklahoma
C. C. Comer	Phillips Petroleum Company	Santa Fe, New Mexico
J. P. Gussack	Samedan Oil Company	Arkhore, Oklahoma
G. H. Card	Stanolind Oil Company	Fort Worth, Texas
Nelson Brigrance	Rowan Drilling Company	Fort Worth, Texas
Ernest White	Leonard Oil Company	Roswell, New Mexico
J. L. Dunlavey	Skelly Oil Company	Hobbs, New Mexico
R. W. Jarboe	Ke-Tex Oil Company	Hobbs, New Mexico

<u>NAME</u>	<u>COMPANY</u>	<u>ADDRESS</u>
J. A. House	H. O. and R. Company	Midland, Texas
C. M. Carroll		Farmington, New Mexico
Oliver Seth		Santa Fe, New Mexico
Harry Leonard	Leonard Oil Company	Roswell, New Mexico

"Notice for Publication
State of New Mexico
Oil Conservation Commission

"The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10:00 A. M., May 8, 1946:

"Case 72.

"In the matter of the application of George F. Brewington, Al Greer, John A. Pierce, C. M. Carroll, Robert L. Maddox and L. G. Stearns for an order to rescind Order 541 limiting and fixing spacing of gas wells in the Fulcher Basin Field in San Juan County, New Mexico of one well to 160 acres so as to return to the customary 40-acre spacing of the Oil Conservation Commission.

"Given under the seal of said Commission at Santa Fe, New Mexico on April 22, 1946.

"OIL CONSERVATION COMMISSION

"By:

"R. R. Spurrier, Secretary

"SEAL"

P R O C E E D I N G S

Mr. Livingston:

Miss Secretary, Mr. Dudley Cornell has asked that he be entered as attorney for the parties. Now a motion has been filed for a continuation of this particular hearing, the motion being by the Southern Union Gas Company for which purpose Mr. Manuel Sanchez appears as attorney, and is to be entered as attorney of record. If the Commission desires I will read the motion.

Mr. Sanchez:

This matter requires a great deal of study. We are not prepared here today. We do not have any witnesses at all. Whether one well is allowed for every 160 acres or 4 wells for every 160 acres means a difference between \$15,000, the cost to drill a well up there, and perhaps involves a study of whether one well would be sufficient for 160 acres. All we are interested in is gas.

Governor Dempsey:

As I understand your application, it is not to have the Commission make an order requiring 4 wells to 160 acres, but making it permissible.

Mr. Sanchez:

My understanding, of course, is that it requires them.

Governor Dempsey:

Oh no, not at all. It would permit them to drill a well for each 160 acres, but would not require them to do so. You might be forced to drill an offset well, depending upon your lease.

Mr. Sanchez:

Could we have a little more time?

Governor Dempsey:

The Commission has put this matter on the agenda today, and we do not want to bring all of these men back here.

Mr. Sanchez:

We will not want any more than a reasonable time.

Governor Dempsey:

Whatever testimony you bring in should be heard today. Let us hear what is to be said here first. Mr. Cornell, do you want to be heard now?

Mr. Cornell:

It seems to me this issue here this morning is very simple. Actually, I do not know whether it is going to require taking testimony. This is a hold-over from war-time regulations. The question of proper spacing for the Fulcher Basin Field would be a question involving study, but this is only a hold-over that the oil and gas operators here have to face. When the M68C was issued December 21, 1941 it hit the petroleum industries like a bomb shell, limiting them to 640 acres. As its name indicates, M stands for material order, and limits the use of steel. Recognizing a difference in this shallow gas field from the larger reservoirs that the petroleum industries deal with, an exception, permitting drilling in this area on 160 acres, was granted. To get in line with that exception, the Commission issued this Order in question. Order 541 specifically is for the purpose of meeting this PAW situation that provides in order to get an exception under the 160-acre spacing they shall first get the permission of the Commission. It was tied in as a War Order, and as soon as the war was over the PAW immediately revoked their spacing order. That was PAO 4, revoked September 28 of last year. For over six months now Order 541 has been meaningless. By its very terms it was to be effective for the war and six months thereafter. If it is continued even for another week or two weeks to enable additional testimony, it is causing unnecessary restrictions in this field. I have in mind one of the signers of the petition who had a 120-acre lease. He made application to the PAW for exception, but was turned down. He is sitting with 120 acres in this field, has a contract to drill a well within a limited time, but is restricted by this Order from drilling. There is no way for him to get an exception. The only way he can do so is to obtain an exception from the PAW, and the PAW wound up its affairs promptly after the war, revoked its Order, and went out of existence on the 8th of this month. That is today. There may be some questions regarding the proper spacing in this field which will require some engineering testimony from the Commission. That would be proper in a new application, if you please, by the Southern Union, who is interested in having a spacing order, and if the basic 40-acre spacing is not satisfactory. It appears to me that it is not proper or necessary simply in order to get rid of this war-time regulation. We have several of the signers of this Order here. I will be glad to put them on, but it does not seem that it should be required at this time. We will be glad to meet any issues. If the Southern Union Gas Company wants to apply to the Commission for a new spacing order, it might be that the Order would be set and that we would not oppose it. This Order is out of date, and it seems to me it should be revoked here and now, then if there is going to be a question regarding spacing up there we will have a hearing. I will leave it to you gentlemen, and if you desire testimony I will put these gentlemen on the stand. This is just some dead timber that I believe the Commission is as anxious to close off their books as is everyone else. If you desire some testimony, as I say, I will be glad to call some of these gentlemen.

Governor Dempsey:

Unless they have something additional to offer than what you have offered, then the picture is just as you have stated it; that is, that this is a War Order now out of existence. Let us hear Mr. Sanchez.

Mr. Sanchez:

We are informed that the U. S. Geological Survey is opposed to the new patterning to 40-acre spacing. Now what they have to say about it I do not know.

Governor Dempsey:

Do you have anything in writing?

Mr. Sanchez:

Yes. The Southern Union Production Company has discussed this matter with Foster Morrell. As you know, a large part of the acreage in this area is Federal land, and, of course, we should have some of the Government agencies here.

Governor Dempsey:

This meeting has been publicized.

Mr. Sanchez:

I understand that. I am called down here with 2 days' notice. If you think it advisable, I would be willing to agree, pending the filing of the application. As Mr. Cornell states, there is nothing at this time about new spacing by the Commission.

Governor Dempsey:

The Commission is asked to revoke the Order.

Mr. Sanchez:

When the Order is revoked they go back to the old rules that they be spaced every 40 acres. Pending that time, if they go on ahead and start spacing new wells we will be up against it unless we could have a new Order issued.

Governor Dempsey:

If the Commission should adjudicate this Order at this time it could be a war emergency regulation enforced by the PAW. There is nothing to stop you from coming in and asking for any kind of spacing regulation that you deem advisable.

Mr. Sanchez:

In the meantime we would be before the Commission all of the time. If we will submit our testimony now we would be convinced that we were right or else wrong, and we could appeal. If we come in with an application for a new spacing Order it continues this matter, and in this way we could dispose of the matter now.

Mr. Cornell:

Governor, I am fairly familiar with the attitude of the U. S. Geological Survey. They have more or less tried to continue this 160-acre spacing, but there is a certain give and take in that situation. It is not a strict order like this one where you can't get an exception. Now the operator up there operating on a Government lease will not have any particular difficulty. We have had a conference within the past month, and came to complete agreement. This is simply an agreement on the part of some individuals, and then Mr. Sanchez can come in and you are not going to have a flood of drilling on 40 acres in the next year or two. It is not going to change the picture materially, that is in the field that has possibly 30 or 40 wells in it, and then when you have all of the information it may be that 30 acres would be the spacing. That was the opinion of the Southern Union from their data. Possibly some other information might come in that would indicate 120. I believe it would relieve the situation all the way around to get this clear.

Governor Dempsey:

There is not going to be a great deal of drilling, because you can't get steel now. Does anyone else wish to be heard on this matter?

Foster Morrell:

I will be glad to enter a few remarks in connection with the state-

ments made concerning the U. S. Geological Survey. I think the request for the termination of the Order as drafted has considerable merit, but some consideration should be given for a replacement to some extent. In the last winter meeting of the Interstate Compact Commission a resolution was passed by the Commission recommending that States, where ever practical, carry into effect well spacing adopted by the PAW. The reason for that is to protect the equities of the operators who have already drilled, from other operators at a later date. In the majority of the Fulcher Basin Field there are public lands. Now the development is extending North where we have a mixture of lands, largely fee, some State, and a few Federal tracts. Those tracts do not lend themselves to satisfactory 160-acre units without a lot of work, and it is questionable whether that could be satisfactory. If this Order is rescinded without some other replacements, there are situations where wells would be drilled on 40s, and to protect the property of others, wells would be drilled on 40s. Considerable discussion has been had with the Southern Production to take care of this matter of spacing, which would permit an operator to drill on whatever size tract he had, and get a fair proportion of the gas. I just offer this for your consideration, that if this Order is rescinded on the technicality

Governor Dempsey:

What do you mean by technicality?

Mr. Morrell:

That it was based on PAW regulations.

Governor Dempsey:

What, in your opinion, would have been the result had the PAW not made this 640 regulation?

Mr. Morrell:

The type and size of the well make it a matter that there would be waste to drill too many wells.

Governor Dempsey:

If the PAW had not been created, and the 640-acre regulation was not put in as a war measure, what would have been your recommendation?

Mr. Morrell:

A man would have to be allowed to drill, but to protect the equity, the Commission could take the matter of withdrawals to account for that.

Governor Dempsey:

Would you recommend that where a man has less than 160 acres he should be permitted to drill on that?

Mr. Morrell:

He should not be prevented, but with notice that his allowable would not be in the same proportion if he had a larger basin.

Governor Dempsey:

At this particular time there is not going to be any great amount of drilling, even if you had the desire to do it. The members of the Commission feel that something should be done now on this particular Order, and we feel something should be done on a more permanent spacing, but it is unfair to have a man with 123 acres prohibited from drilling because the war Order requires 160. I do not know how the other members of the Commission feel, but I would be willing to rescind this Order today and give you an opportunity for a hearing. We would be very glad to set a hearing date in the very near future for spacing in that area. I am agreeable to terminating this Order today.

Governor Miles:

That is agreeable with me.

Governor Dempsey:

If you can get together on this spacing we will have a hearing, and bear in mind that we desire to conserve the resources of our State.

Mr. Sanchez:

I would request the Commission that the matter of an order for re-spacing be set for, say, a hearing 30 days from today.

Governor Dempsey:

It is agreeable to me. Make it sooner if you want to. The Commission, I am sure, from what Governor Miles has said to me, and the Director of the organization, would be very sympathetic to a proper spacing up there, which would not penalize someone up there. I think we can come to a satisfactory agreement here.

Mr. Sanchez:

Suppose we fix a certain date. I do not have a calendar here, but as soon as convenient for the Commission.

Governor Dempsey:

June 4 is Tuesday. I know that date. From thereafter what date do you want?

Mr. Sanchez:

How long do you want to celebrate after June 4? We might get all of the information and we might come in with a stipulated proposal. Suppose we say we set the hearing for June 11?

Governor Dempsey:

Would it be satisfactory with you if the Commission advised you of the date some time within the near future?

Mr. Sanchez:

You fix the date, whatever will be agreeable to the Commission, and it will be agreeable with us.

Mr. Livingston:

Before calling the next case, I will pass the register, and will everyone please register? The next case is No. 73 in the matter of the application of the Richfield Oil Corporation for an order of approval of the unit agreement for the development and operation of the Comanche Area within T. 10S, R. 25E, and T. 11S, R. 25E, and T. 10S, R. 26E, and T. 11S, R. 26E, and T. 11S, R. 27E, N.M.P.M. constituting a compact unit area of 16,901.14 acres, Chaves County, New Mexico. Mr. Gordon A. Goodwin is attorney for the Richfield Corporation.

Mr. Goodwin:

Do you have the file, Mr. Livingston? I may want to refer to it.

Governor Dempsey:

Is there anyone here who is opposed to this unit agreement on 16,000 acres in Chaves County? As far as I know there is no opposition.

Mr. Goodwin:

There is no opposition, and it is in the same form as you last approved for us, with slight changes. Mr. Livingston has been over the agreement and has found no objections.

Governor Dempsey:

The Commission has no objections, and will approve that. We don't want to bar you from making a speech, Mr. Goodwin.

Mr. Goodwin:

I am not running for a political office at the moment.

Governor Dempsey:

What do you mean "at the moment"?

Mr. Livingston:

The next case is No. 74 in the matter of the application of the Oil Conservation Commission of the State of New Mexico upon its own motion for a revision of Operators' Monthly Report, Form C115, effecting all producing counties in New Mexico.

Mr. Spurrier:

Governor and gentlemen, this amended Form C-115, or proposed amendment, has been recommended by the engineers in the oil field to the Commission, and I won't go into the detail of it, because I am sure everyone here is familiar with it, and, Governor, with your permission, all I can do is to ask for objections, if there be any. It makes a change in the form to correct a condition now prevalent. Many of the operators who fill out this form do not understand it -- not due to lack of intelligence, but due to the way the form is worded.

Governor Dempsey:

I am sure of that. Do you recommend the changing of the wording of the form?

Mr. Spurrier:

Yes, sir.

Governor Dempsey:

Will the Governor be able to understand it then?

Mr. Spurrier:

I can't say, Governor.

Governor Dempsey:

Is there any objection on the part of the operators to the changing of this form?

Mr. Selinger:

I am with the Skelly Oil Company, and I have something to bring up in connection with that form, and which I would like for the Commission to give some serious thought to. It has to do with the Nomenclature as well, but I believe it is proper to bring it up at this time, and that is in connection with the reporting and requiring of separate tankage on wells with depths down to 5,000 feet. Under the present method all fields and units in the fields down to 5,000 feet have a proportionate factor known as one, and it is beyond 5,000 feet that we start getting larger allowables. There will be several wells which will produce in depths shallower than 5,000 feet. We have one large well and several small wells producing down to 5,000 feet. Under this present Nomenclature and regulations of the Commission we are required to make separate reports on this form for each of those separate pays. We feel it is an economical waste and likewise a waste of administrative personnel to require the setting of a separate tank and have to fill out a separate report each month for such well. I know that a good portion of the acreage lies on Government land, and this notice came particularly to my attention when the U. S. Geological Survey advised the operators that they would be required to set separate tankage and make separate reports.

Governor Dempsey:

Is there anything in that report that requires separate tankage?

Mr. Selinger:

Yes.

Governor Dempsey:

Mr. Spurrier tells me not.

Mr. Selinger:

That is the point I want to get straight. This schedule shows the Fren Pool, and then it follows with the Grayburg-Jackson, and you have separate allowables set for a particular well, and under the reporting system we have to make a separate report for the Fren Pool and the wells in the units therein. We could not make a separate report for the well "A" in the Fren Pool and we could not make a separate report on well "B" in the Grayburg-Jackson Pool unless you have separate tanks. We do not think it justifiable to set a separate tank for smaller wells. Since it is Government property, we will have to take that up through the proper channels. The Commission, we feel, should not require the setting of separate tankage nor the requirement of separate reports for wells and units producing shallower than 5,000 feet for the purpose of report is for production only, and if the allowables are the same there is no purpose in requiring those additional burdens on the operators. Ordinarily when the State regulatory body issues a schedule setting forth separate fields, it carries the requirements of separate reports, and if the Commission would make the rule that such is not necessary we believe it would relieve a great deal of the burden.

Governor Dempsey:

When did you receive notice of hearing in this matter?

Mr. Selinger:

About 4 or 5 days ago.

Governor Dempsey:

It would be a great help for the Commission if we could get something in writing for the reasons of the opposition.

Mr. Selinger:

Governor, this is tied up with the hearings you had on the Nomenclature some time ago, and it is a joint proposition with the present and the previous case, but that matter was not clear in my mind. Perhaps it would be clear in the minds of the operators.

Governor Dempsey:

The Commission does not desire to burden you. The Order that Mr. Spurrier refers to reads that the records, the production, the casing, everything about these separate wells and pools shall be maintained toward the end of operation. It does not say you will use separate tanks. The Commission is concerned with the record. We want all of these operators to interpret this as the Commission interprets it. How do you interpret it, Mr. Spurrier? Do you require separate tankage?

Mr. Spurrier:

No. I think we should require that the oil be kept separate.

Governor Dempsey:

Is this a new form we are discussing? I don't think Mr. Selinger's case here is on Form C-115.

Mr. Selinger:

No. I tried to make it clear that it is in no way opposition to the present form.

Governor Dempsey:

You don't object to the present form?

Mr. Selinger:

Oh, no, sir. There is some question in the minds of the operators.

Governor Dempsey:

Then there is nothing in this form that would change the situation you are talking about?

Mr. Selinger:

No. You would have to make out different reports, and that is this separation right there.

Governor Dempsey:

You want this form to correct an existing evil in your opinion?

Mr. Selinger:

The effect of the requiring of separate New operators are undecided. For example, you have well "A" in one pool and well "B" in another pool, and under that circumstance you report your wells by pools and you would have to report these wells on separate forms.

Governor Dempsey:

You are injecting something in this form that should be corrected in another matter. Why don't you operators get together and suggest to the Commission the simplest way, and do that which the Commission requires?

Mr. Selinger:

I can only speak for myself. That confusion has only arisen in our minds within the last 30 days.

Mr. Spurrier:

Insofar as this particular form is concerned, I don't see that it is involved with Mr. Selinger's objection. This form is simply to straighten out the operators on what they are to report with reference to oil-gas ratios. There seems to be some confusion in the minds of operators as to what they are to report.

Governor Dempsey:

Now is there any objection to this new form in view of the statements made by the Director of the Department? If not, we will approve the form, and if you operators feel there is any burden or misunderstanding we will be very happy to have another hearing and straighten the matter out for you.

Mr. Spurrier:

I may state that this is the same old form revised.

Mr. Livingston:

The next case is No. 75 in the matter of the application of Charles Anou Johnson and Company that it be issued a permit in lieu of or as supplemental to and amendatory of the permit issued to it by this Commission on May 25, 1945 to use up to 42,000,000 cubic feet of natural gas per day from the South Eunice Field in Lea County, New Mexico for the manufacture of carbon black in its plant approximately eight and one-half miles South of Eunice, New Mexico, said permit to continue in effect for a term of ten (10) years from the date of the issuance thereof. The applicant in said application further requests that this Commission's Order No. 589, in case 59, be amended with respect to the term thereof so as to have it conform with the term of the permit hereinabove applied for. Order 589, now requested to be amended, is the Order providing for the lifting of the gas-oil ratio for the South Eunice Field for the duration of the war and six months thereafter for the purpose of the use of gas from said field for the manufacture of carbon black when a carbon black plant with facilities is ready. Mr. Fletcher Catron is attorney of record for the petitioner.

Mr. Catron:

As the notice indicated, this is merely an application to secure an

amendment, first of the Order which lifted the oil-gas ratio in the South Eunice field, and, second, of the permit which was issued to the Johnson Company to use 40,000,000 cubic feet of gas for the manufacture of carbon black. The original permit was issued for a term of the duration in the emergency existing in the manufacture of rubber tires and other rubber products. The Order changing the oil-gas ratio read for the duration of the war and six months thereafter. The question has arisen as to whether either of the terms has ended. I think it is recognized that the war is not yet at an end. Some have taken the view that when hostilities ceased the six months period began to run. I feel that is incorrect.

Governor Dempsey:

The legal status is that the war is not over, and will not be until so declared by the President of the United States.

Mr. Catron:

The language of the permit was put in that form with the idea of offering facilities for the manufacture of carbon black as long as there was an emergency in the manufacture of tires and rubber products. At the time that the hearing was held on the Order -- that is, Order 589 in Case 59 -- I did not participate but I was present. No objection whatever was made at that time to lifting that oil-gas ratio, as I remember, and I think the records will support me in that. The only question which was raised was as to how that gas was to be used, and, insofar as I can see, there has been absolutely no change in conditions. The very fact that this Commission lifted the Order, the very fact that the Commission subsequently issued its permit to the Johnson Company was in itself a finding by the Commission that the use of the gas for that purpose was not economic waste, and it was a sign that the increasing of the production of gas from that field was not detrimental to the field itself. So we come down merely to the question now of whether there is any reason why the permit issued and the Order lifting the gas-oil ratio should not be continued in effect for a sufficient term to enable the Johnson Company to go into this enterprise and recover its investment. There have been changes in the set up. I appreciate that at the time of the issuance of the permit we were still at war, and the fact that we were at war had some bearing on it. At that time the permit which was issued prescribed that the gas to be used was to be obtained from the Lea County Water Compressor Plant in that field. Since then it has been sold and the Lea County Water Company is no longer interested. It is now the plan of the Johnson Company to obtain the gas from the producers, and it has obtained an option from two of the producers who are the greatest producers of gas in that field. In order to carry this forward, the permit issued would have to be amended to eliminate the Lea County Water Company and open it to the Johnson Company to obtain the gas from whatever source it can in that field. The permit and the Order should certainly conform as to term. In the application I prepared and filed I asked that the term be fixed at ten years. At the time of the original permit, the Commission was hesitant about any fixed term. As the Commission knows, when hostilities ceased the Government decided not to complete the plant, however, it has expended over two million dollars there, and the plant is not yet in condition to be operated at this time. It will take some million and a half dollars to complete the plant, and the Commission can see that the Johnson Company, which has negotiated for the purchase of the plant, cannot very well undertake to complete it unless it has some reasonable assurance that it will be able to obtain the gas and continue with the manufacture of carbon black, so their position is simply this. So far as the prime factor in which the Commission is interested has not changed. This Commission is concerned with whether there is waste in the use of gas for that particular purpose. It has found that there is no waste. I think that is amply corroborated by the fact that in Texas alone there are some 36 carbon black plants, and Texas is governed by the Interstate Compact Commission, just as New Mexico. In that respect I think we have ample backing to say there is no waste in using the gas for that purpose. The only other element of waste that may be of concern is in what respect a withdrawal of a greater amount of gas from the field would have on the field. That was also considered by the Commission at the time it issued its Order, otherwise the Commission would not have entered that Order. All we can ask is an explanation at the outset on the part of the Commission of what it regards as the term of the permit and the Order, and then of some assurance that we can go ahead with the completion of this plant and have gas with which to oper-

ate for a long enough time to recover our investment. I personally felt there was no occasion for a public hearing because all of the facts had already been passed on, but it was considered advisable to have a public hearing on the matter. We are here ready to offer evidence on the different points involved if considered necessary. As I say, though, this Commission has already made its findings, and has entered its permit and Order accordingly. Whether there are any objections I do not know, but, if so, I think we are in a position of waiting while we hear the objections, because our case is already made.

Governor Dempsey:

Any objections to the request made by the attorney for the Johnson Company?

Mr. Hummer:

My name is R. B. F. Hummer. I am attorney for the Phillips Petroleum Company, and I desire to state our position. It is my understanding that this Order was made by the Commission during the war emergency, which, as I understand it, involved the shortness of the channel carbon black for the manufacture of tires, and the PAW being interested in securing carbon black for that purpose appealed to the Commission in Texas, and I assume to your Honorable Commission here, to help. Under those conditions Phillips Petroleum Company did not object to the Order, but under present conditions we want to state our position. We do not have any production in the South Eunice Field of oil. We are interested in the gas production, because we now have casing head gas contracts for the purchase of gas. Our interest in the casing head gas purchases in the entire basin is for pipe line purposes. An application is now pending to build a pipe line which will extend from this basin out to California for the transportation of gas, and we have a contract with the applicant for a line from Dumas and the basin to supply some of their gas. We are interested as an operator for oil and gas in the State of New Mexico and in the Eunice Field. It is my information that so far as the gas is concerned there is some inner-connection between the two fields and that the withdrawal of gas from the South Eunice Field or the Eunice Field proper might effect the oil in other fields. It is my information that the South Eunice Field produces both oil and gas, with 6,000 feet of gas to one barrel of oil, but to withdraw production control entirely from the gas and oil in the South Eunice Field, in the opinion of my company, is a mistake, and I think is not an aid to conservation. It is further the position of my Company that withdrawal of production control in the State makes the Commission's efforts less effective with regard to production of gas and oil in other pools. We think to eliminate production control entirely would result in waste. We further take the position, and I state the facts as I understand them, that the purpose of the applicant here is to take the waste gas without processing it for gasoline purposes. All gas used for the carbon black purposes should first be processed to recover the gasoline content. That is required by law in the State of Texas, and we think it should be required by order of your Honorable Commission. Our position in connection with that matter is that if we were successful in obtaining the gas in this pool for the purpose already stated, we plan to process it to recover the gasoline content before the same is delivered to the pipe line for transportation. It is indispensable to our contract for furnishing the gas to the applicant, but if we do get it, it will go to a pipe line for the purpose of light and heat. That is our position in the matter, and in answer to the suggestion of the attorney for the applicant we thought we should state it.

Mr. Catron:

It is my understanding that insofar as the law in Texas requiring the extraction of gasoline, it applies only to sweet gas. We are not dealing with sweet gas here. It is my information that this particular gas is so lean that it would not be a paying proposition to extract the gas from it.

Mr. Hummer:

What is that based on?

Mr. Catron:

I have it on report which I have in my file, and I think possibly on

correspondence with the Phillips Company itself. There are a good many features which could be brought out but these various factors have already been considered by the Commission. When it entered its Order it took those things into consideration. As to whether the extraction of additional gas from the South Eunice Field might effect the Eunice Field, that is speculative. There again those elements were considered by this Commission at the time the Order was entered. We are not asking that the limit be taken off completely. We are merely asking that it be lifted sufficiently to enable this Company to obtain the gas necessary for the successful operation of that plant. We are confident that the expenditure already made by the Government of over two million dollars should be taken into consideration. If there is to be waste considered, after all, a waste of two and one-half million dollars of the taxpayers' money is something to be considered as against an enterprise in this State which will be for the benefit of the State. If I remember in the hearing in February this was one of the factors which led the Commission to word its Order as it did "for the express purpose of use of gas from said field for the manufacture of carbon black" (Case No. 59, Order 589). Now that language would not have been put in had it not been considered by this Commission that the use of gas for that purpose in this State was more desirable than piping it out of the State to California or somewhere else. The enterprise which the Johnson Company is undertaking is within the State, and would be to the best interests of the State and its people. The question of whether there is still an emergency in the production of carbon black is really a side issue. This Commission has already found that the extraction of an additional amount of gas from that field would have no detrimental effect on the field itself. There is nothing in the way of extension to show there is any change in those respects, and we are merely asking for an amendment of the permit to open the gate to the Johnson Company to obtain its gas from other sources than the Lea County Water Company, and then to have the Order and permit conform to the length of time. It is not essential that these orders be made for a period of ten years, and once having made a finding that the use of gas for this purpose is not waste, the element of time is immaterial. There is not apt to be any change. We do want to know that the Order and permit are in effect and that they will not expire arbitrarily in six months after the war has been proclaimed to be at an end. In other words, we would be agreeable to an amendment of both the permit and the Order, eliminating the time element entirely, and just say that the Charles Eneu Johnson Company is granted a permit to use up to whatever maximum the Commission is willing to fix for the manufacture of carbon black, and that the Order be amended to read that the oil-gas ratio be lifted to whatever measure is necessary. There is nothing offered here which can be called a valid objection because the questions involved have already been passed upon. I will be glad to produce witnesses and convince the Commission both as to the need of carbon black at this time, which is a far greater need than we have ever had before, and to satisfy the Commission concerning the situation in that particular field down there.

Governor Dempsey:

I think there is some misunderstanding. When the Commission called a hearing in connection with the carbon black, it did so at the request of the WPB to get tires, of which there was a great shortage, and I do not know whether the Commission took into account whether there would be waste in the manufacture of carbon black, because the Commission was interested in making contributions to the war effort. I recall some opposition by those desiring to pipe the gas from New Mexico to California. The Commission felt then, and I feel now, that we should conserve our natural resources to the greatest extent possible, and I prefer to do so. Whether New Mexico would suffer if the gas is piped to California, I think, is a matter for the Commission to consider.

Colonel L. C. Herkness, after being first duly sworn, testified as follows:

Mr. Catron:

Please state your name.

Col. Herkness:

L. C. Herkness.

Mr. Catron:

You are connected with the Charles Eneu Johnson Company?

Col. Herkness:

I am the President of that Company.

Mr. Catron:

You are familiar with the permit which was issued to your Company by this Commission back in June 1945 under which you were authorized to take 40,000,000 cubic feet per day from the South Eunice Field?

Col. Herkness:

I am.

Mr. Catron:

That plant, which was being erected by the Government, has not been completed?

Col. Herkness:

No. It is approximately 60% complete.

Mr. Catron:

Do you know what has been expended in the erection of the plant?

Col. Herkness:

\$2,642,000.

Mr. Catron:

Is any part of the plant in such condition that it could be operated?

Col. Herkness:

No.

Mr. Catron:

What, in the way of expense, would be entailed to complete the plant?

Col. Herkness:

The engineer's estimate is \$1,252,000.

Mr. Catron:

You have another plant in operation in New Mexico?

Col. Herkness:

We operate a plant that belongs to the Government at Hobbs.

Mr. Catron:

Are there other carbon black plants in operation in New Mexico?

Col. Herkness:

There is one at Eunice which belongs to the Government and is operated by the Panhandle Carbon Company, and another plant is at Eunice owned by the Columbia Carbon Company.

Mr. Catron:

The original agreement at the time you had this contract with the Government was that gas which you were to use would be furnished by the Lea County Water Company, was it not?

Col. Harkness:

That is correct.

Mr. Catron:

What is your information as to the position of the Lea County Water Company now furnishing you the gas?

Col. Harkness:

The Company cancelled that contract.

Mr. Catron:

Were you not directly informed that that company had sold its plant to the Phillips Petroleum Company?

Col. Harkness:

Yes.

Mr. Catron:

In the event you should now enter into a contract with the Government for the partially completed carbon black plant, you would have to obtain your gas from other sources?

Col. Harkness:

That is correct. We have an option from two companies — The Texas Pacific Coal and Oil Company and the Cities Service Oil Company.

Mr. Catron:

What, under the options with those companies, will you be called upon to pay them?

Col. Harkness:

2½ cents per 1,000 feet plus penalty royalty.

Mr. Catron:

What is your understanding as to the volume of gas production from those two companies as compared to other fields? Are those companies the largest producers in that field?

Col. Harkness:

Yes.

Mr. Catron:

In the event a permit should be issued to you under the conditions which you have requested, would it be your intention to limit the purchase of gas which you would make to these two companies?

Col. Harkness:

It is our understanding that we would take from all producers in the field who would care to furnish it to us. It is an understanding between our company and the oil companies.

Mr. Catron:

Have you any information as to the price for gas of this type when sold to pipe line companies and for the purpose of extracting gas?

Col. Harkness:

That is out of my realm.

Mr. Catron:

Can you give the Commission a little information concerning the present

need for carbon black?

Col. Harkness:

The shortage of carbon black is more acute now than at any time. It is estimated that a minimum shortage of 150 million pounds will exist.

Mr. Catron:

I think that expresses the situation pretty well. Have you any other information on that particular subject?

Col. Harkness:

I have a letter which indicates that there is a shortage in export black, which conforms with that other letter.

(NOTE: At this point Mr. Catron read the letter in question, marked "Exhibit A" in the file of the petitioner.)

Mr. Catron:

Looking at it with a little longer view, as I understand it, there are different types of carbon black.

Col. Harkness:

Generally speaking, there are two types -- channel black and furnace black.

Mr. Catron:

Can you give the Commission a little information relative to the use of the two types of black?

Col. Harkness:

Ordinarily speaking, channel black is used for the manufacture of rubber tires, and furnace black is used largely in the production of synthetic rubber.

Mr. Catron:

As we get back to the normal production of rubber goods from crude rubber, the demands of channel black will remain consistent, while furnace black is liable to decrease. Is that correct?

Col. Harkness:

Yes, that is correct. It is to be expected that channel black will increase.

Mr. Catron:

Have you any information as to the gasoline content of the gas from that field?

Col. Harkness:

All the information I have is from other people's reports.

Mr. Catron:

What in the way of carbon black can be derived from the gas in that field?

Col. Harkness:

From the analysis which I have seen, we anticipate a yield of 1.6 pounds per 1,000 feet.

Mr. Catron:

What would be the value of that?

Col. Harkness:

The black is worth 5 cents per pound.

Mr. Catron:

What would you estimate the total gross revenue from the operation of that plant?

Col. Harkness:

It is about one and one-half million dollars a year.

Mr. Catron:

Have you made any effort to figure what that would mean in the way of royalties to the State of New Mexico?

Col. Harkness:

No, I am not familiar with that.

Mr. Catron:

What would the production of rubber amount to in the way of revenue?

Col. Harkness:

The freight would amount to \$700 per day, and it would provide employment for about 30 people.

Mr. Catron:

What would you consider the labor requirements of the plant?

Col. Harkness:

Approximately 200 people for 7 or 8 months.

Mr. Catron:

I think that is all at this time. I have one thing I would like to state. When this thing first came up we found that by stripping the gas first we could produce only .9 of a pound to 1,000 feet because the gas was very lean. When gas becomes lean it is impossible to produce, and the conclusion of our engineers was that if the gas is stripped it could not be immediately processed.

Governor Miles:

These questions I want to ask may be out of order, and I am not familiar with them. Do these carbon plants operate under a special permit?

Mr. Catron:

It is my information that the Columbia Company started without a permit; that thereafter the Panhandle Company came in during the war and obtained a permit, and it was then suggested to the Columbia Company that it should make application for a permit.

Mr. Livingston:

The Columbia Company came in for a permit. Later it desired to increase its intake, and they came back with an application for an increase in the amount of gas to be consumed.

Governor Miles:

When this contract was cancelled to the Lea County Water Company, what did that include?

Col. Harkness:

It was a contract to supply us gas. The contract provided for the supply of gas, but we had to purchase the gas from the suppliers. They sold it

to us at a higher price than they purchased it for, of course.

Mr. Hummer:

Was that a contract between the Government and the Lee County Water Company?

Col. Harkness:

No, between Charles Eneu Johnson and the Government.

Mr. Hummer:

Did you have a contract with the Government?

Col. Harkness:

Yes. I still have.

Mr. Hummer:

I understood you to say that was cancelled about the time the Lee County Water Company cancelled its contract.

Col. Harkness:

Technically it has never been cancelled. That contract is still in force and effect.

Mr. Hummer:

Do you have any option to purchase the plant under that contract, or are you competitive with others?

Col. Harkness:

We are competitive with others, but I do not see what that has to do with what we are talking about.

Mr. Hummer:

The only point I think it may have, if at all, would be my next question. If the Commission here grants you a permit, as you now request, it would give you an advantage over other competitors in the purchasing of the plant, would it not?

Col. Harkness:

No. We have already released our option.

Mr. Hummer:

I do not believe you understood my question. I asked if the Commission grants you a permit it would give you an advantage over other competitors in purchasing the plant, wouldn't it?

Col. Harkness:

My answer is no.

Mr. Hummer:

Why do you desire a permit then, before you complete your purchasing arrangement with the Government?

Col. Harkness:

When I purchase from the Government I have to pay for it, and I don't want to pay for it and then find that I can't get a permit.

Mr. Hummer:

Do you understand that if you are granted a permit up to the full 42 million feet per day it will require the entire output of gas from the South Eunice Field?

Col. Harkness:

That, I think, is a question which could be better answered by oil experts.

Mr. Hummer:

Do you know how much the open flow of gas is there?

Col. Harkness:

No.

Mr. Hummer:

You contemplate using raw gas, and not removing any of the gasoline contents?

Col. Harkness:

It would not be suitable if the gasoline is removed.

Mr. Hummer:

In the other plants you mentioned, which manufacture carbon black, do you know whether they use residue gas?

Col. Harkness:

Yes, they do.

Mr. Hummer:

Is that generally true with reference to carbon black plants in the State of Texas?

Col. Harkness:

Yes, it is generally true.

Governor Miles:

I did not get the full answer to these other plants being operated under a special permit.

Mr. Livingston:

If I may explain them, the permits heretofore issued have been issued under the Commission's general powers to prevent waste. Upon the application to use gas from a certain source for this particular purpose in a certain plant, the Commission gave its permit if it shall not constitute waste. The Columbia Company lead out first, then Panhandle, then Charles Eneu Johnson.

Governor Miles:

Who says to use up to a certain number of cubic feet of natural gas?

Mr. Livingston:

The original permit granted heretofore, that is now sought to be extended, was not quite that amount, and I presume that was perhaps a typographical error. The other permits had the maximum amounts.

Mr. Catron:

The 40 million cubic feet mentioned in the Order was simply round numbers without regard for the plant itself. This plant is composed of a certain amount of burning units, each of which has a consumption of so much a day, and to put the plant on a full operating schedule, 42 million feet would be the minimum.

Governor Miles:

What I am trying to arrive at is not the plant, but whether they are all operating under such an order as your order.

Mr. Catron:

Similar, but for different amounts. The amounts are the maximum amounts they may use, and they were all issued under the nature of an emergency.

Governor Dempsey:

Mr. Rippel, what is the largest plant operating in the State?

Mr. Rippel:

I believe it is the Panhandle Carbon Company, with 35 million cubic feet.

Governor Dempsey:

What do you contemplate in the gas you expect to pipe from New Mexico to California?

Mr. Rippel:

For the first 5 years between 40 and 50 million feet from New Mexico. This is the Phillips Petroleum Company. We have a contract for the first 5 years to produce 80 million feet, and that not furnished from New Mexico will be furnished from Texas.

Governor Dempsey:

What is the disposition of this gas in question?

Mr. Catron:

It will be used in its present state if the permit is granted. These other plants use residue gas and use it under a different set up and because that gas is of a richer quality. This gas has been going to waste for years down there. Why, if these other companies are so interested in it, is that interest so new-born? What we are trying to do is to put that gas into use. These other companies have had the opportunity for ten or twelve years or longer. As I understand it, there are 11 million cubic feet of gas down there flared, if not more. That has been going on for years. It was not until recently that the necessity for the manufacture of carbon black has arisen. On the other hand, Phillips and the El Paso Natural Gas have known of that condition, but now is the first time they have made any effort to avail themselves of the gas.

Governor Miles:

The question was asked, but I do not believe it was answered, whether it would take all of the gas in the South Eunice Field.

Mr. Catron:

My information is that it would not.

Governor Miles:

Is any of that gas being used for any other purpose?

Mr. Catron:

It is not being used for anything now, insofar as I know.

Governor Dempsey:

In connection with your application for an amended order, there are no companies operating that have any ten-year permit.

Mr. Catron:

I am perfectly willing to consider my application amended insofar as that particular term is concerned. We want to feel that the Commission, in effect, backs up the findings which it already has made. In other words, that the use of this gas is not to be construed as waste, because as long as that is true the Commission is not interested in terminating the permit for that purpose. It is merely that it shall not be waste. As I say, I would like to have the Commission go on record as backing up the findings which it has already made, so that we may say "O. K.". The use of the gas for this purpose is not waste, and is used for advantage, both to the Nation and the State. That is the thing in a nut shell. We stand just where we began.

Mr. Spurrier:

I wish to make it clear that no gas-oil ratio has ever been lifted; the 40 million feet of gas has never been dedicated, because no carbon black plant was completed.

Mr. Hummer:

Mr. Herkness, I do not believe I clearly understand your statement as to your present application. Is it of such a nature that you are asking the Commission here to permit the use of this gas for carbon black purposes to anyone who might be a successful bidder?

Mr. Herkness:

It is very obvious that I would not have asked for a permit for anyone other than my own company.

Mr. Hummer:

You stated, as I understood, that you do not think that by getting your permit it would put you to an advantage over other competitive bidders.

Mr. Herkness:

I assume that if the Commission grants me a permit it would grant anyone else a permit under the same circumstances.

Mr. Hummer:

You would be the only one who would have an exclusive permit under your application and your theory of it.

Mr. Herkness:

It seems to me that it is futile.

Mr. Catron:

I think I can answer that. After all, anybody who is negotiating with the Government for the purchase of that plant would want to be sure they would have a permit to get the gas. Now as to whether there are other concerns who are interested in acquiring this plant from the Government, it is time they came before this Commission to find out whether they can get the gas. The Johnson Company has been negotiating with the Government for many months, and it wants to know from this Commission whether it can get the gas. If the Company is granted the permit it will be in an advantageous position.

Mr. Hummer:

How could you answer the question, if your company is granted an exclusive permit, how can anyone else get a permit?

Mr. Catron:

That will be up to the Commission. We are not asking for an exclusive permit.

Mr. Hummer:

If it is for the same plant, and there is an exclusive permit, no one else could bid for that plant.

Governor Dempsey:

I would not think so. I do not believe the purchase of the plant is a concern of this Commission. Mr. Catron, may I remind all of you gentlemen that there has not been an exclusive permit issued to anyone. The gas-oil ratio has not even been lifted. Is there anyone else who wishes to be heard on this matter?

Mr. Sanderson:

We are a small operator in the South Eunice Pool, and we would object to having the Commission remove all control over the production there for the fact that any one well might produce large volumes of gas unrestricted. To get 42 million feet as a whole would mean that the gas-oil ratio would be excessive. We have no objection to the company taking the gas, but we think the Commission should continue some kind of control over the production.

Governor Dempsey:

This Commission is not going to permit the gas to be raised to the point that it is going to be detrimental to the field, and that is the only thing in which I am interested. I think 10 years is too long to grant a permit. Frankly, I think this Commission does not have the authority to grant a ten-year permit.

Mr. Catron:

That we would be willing to waive. As long as there is not waste, which it is the objective of this Commission to prevent, there can be no objection to the use of gas for that purpose.

Governor Dempsey:

I am willing to grant this request.

R. W. Tesch:

I am a Chief Engineer for the Texas-Pacific Coal and Oil Company, and I would like to say at the outset that I have not been here for a number of years, and I am certainly glad to be back. I would like to review this matter briefly from the point of a producer in that field. We are the chief producers in that field, having 27 wells. We have been operating in that field for a number of years. It was only until the last few years that anyone was at all interested in doing anything about the gas in that field. We had no offers at all. It was lean gas. Now we are faced with the proposition of two companies competing for that gas — Phillips and Mr. Herkness. We are somewhat in the same position as the State is. As a matter of fact, our 27 wells are located on State acreage, and it is a matter of interest to the State as well as to ourselves as to the final outcome of the disposition of that gas. Our offer from Herkness is considerably more lucrative to us than from Phillips. Our offer from Phillips is a lot less, consequently our revenue and the State's revenue would be considerably less than if we sell to Herkness. Phillips was not interested in doing anything about the gas down there until there was competition. If your Order is not issued we will be forced to sell our gas at a less price than if we could sell to Herkness.

Governor Dempsey:

You are the largest producer in that field?

Mr. Tesch:

Yes, sir. We are primarily oil producers in that field, and, as a matter of fact, it will greatly increase the oil recovery in that field. As you know, every well reaches a point sometime when it is not economical to operate. I might say this: We are an old operator in West-Central Texas. There we are selling gas and producing oil that we would not produce if it

was not from the revenue we get from the sale of the gas and the production of oil has been increased because we got additional revenue by the sale of the gas. This same thing will happen in the South Eunice field at some time. We will be able to keep our wells operating for a much longer time. It is all a matter of dollars and cents. One company wants us to sell gas cheaper than another company, and, naturally, we want to sell our gas for the highest price, and we are also interested in oil production, and we feel this is the only thing that will continue the life of that field.

Mr. Bodie:

We are the next largest producer in that field, and we are the discoverers of that field. We drilled the first well there in 1928. Up to now we have seen the gas dissipated from that field in large amounts, with no market. We are very much interested in seeing this Order amended, as requested by Mr. Herkness, that we can market our gas.

Governor Dempsey:

Have either of you gentlemen made any estimate of the increased revenue to the State regarding this matter?

Mr. Tesch:

Strictly from a price standpoint on the case, it amounts to between fifty and seventy-five thousand dollars to the State over a period of ten years.

Governor Dempsey:

I do not feel that this Commission can grant this company a 10-year contract.

Mr. Tesch:

That can be broken down to say it amounts to between five and six thousand dollars a year, which is revenue coming into the State which otherwise would be lost. I feel the fundamental question is the waste element. That is what this Commission is concerned with.

Governor Dempsey:

Mr. Bodie, how many wells do you have in the field?

Mr. Bodie:

22. Under 50% of the wells in the field. For our part, we have figured this out as to the difference in revenue, based on 40 million cubic feet of natural gas. The sale to the Johnson Company would net the operators \$800 per day. The sale to the Phillips Company, at its average price, would be \$568, or a difference of \$332 lost to the operators daily. The State's royalty, if sold to the Johnson Company, would be \$49.88. If sold to the Phillips Company it would be \$31.50, or an \$18 per day loss.

Governor Dempsey:

Mr. Rippel, do you have something you wish to say at this time?

Mr. Rippel:

The only thing is an answer as to why Phillips has not been down in that field before. Until we made this contract with the El Paso Natural Gas Company we did not have a sale for the residue gas. Since we do have a sale for the residue gas, it is profitable to us.

Governor Dempsey:

I see no objection to complying with the request of the applicant here, not as to any length of time, because that we can't do. We want to treat all plants now operating exactly as we would treat the Johnson application. I am not qualified to say to what extent the gas-oil ratio be lifted, but to a degree sufficient to furnish this Company 42 million cubic feet, which it has applied for. We do not want to lose control, however, thus cutting our own throats.

Mr. Catron:

The Commission might readily see that kind of production is detrimental to the field, and we are going to stop it. As suggested by Mr. Tesch, it can be lifted, and as the volume of gas required is met, the ceiling can be brought down to meet it. We have this situation. The plant is not yet complete, and it will probably take some seven or eight additional months to complete it in its entirety. When it reaches its maximum production capacity we will know exactly what the ratio will be to fill this 42 million cubic feet per day. The Commission would want to reserve the right to put a ceiling on that would not be detrimental to the field, and I think the operators feel the same way. I think that would be absolutely essential, but, on the authority which I have, you can readily produce the 42 million cubic feet we are asking here without having any waste at all.

Mr. Tesch:

I do not believe there would be any waste. I think there are 14 wells shut in on account of high gas-oil ratios, and wells producing now are only producing at 50% over their rate capacity. That would more than produce enough gas to meet this 42 million cubic feet.

Mr. Spurrier:

Approximately how much oil would be produced? Would it exceed 40 barrels per well per day?

Mr. Tesch:

No, it would not. If the field was allowed to produce 40 million cubic feet per day you could expect 500 barrels more oil per day still under the allowable. We are not interested in seeing gas flared down there. That is why we say the best way to approach this is to open the field and find out what the field will produce, because by the time this plant is completed there will be changes, and the Commission can reinstate a gas-oil ratio limit. To me this is the engineer's approach.

Governor Dempsey:

Apparently the Commission has no objection to the request you are making, Mr. Catron, except as to the time limit.

Mr. Catron:

As I say, I am perfectly willing to eliminate the time element. All we are asking is the volume of gas necessary to operate the plant economically and properly.

Mr. Bodie:

At the present time the gas is being flared, with no measurements, and you have no idea how much is being wasted. It is not the intention of the Commission to write an order to eliminate the amount of gas which our company is purchasing under our contracts?

Governor Dempsey:

This gives your company the right, if they can obtain the gas, to purchase and use it. The Commission is not an agent for any company. The Commission has in mind limiting the gas-oil ratio to the outlet of the gas channel for all purchasers. Mr. Catron, do I understand there will probably be no gas flared in the South Eunice Field if your permit is issued?

Mr. Catron:

You are getting over my head, but insofar as the Johnson Company is concerned, it wants to utilize the gas furnished it entirely. Insofar as the producers are concerned, I presume they would rather sell it than flare it. It has been reported that approximately 11 million feet are being flared daily, and we anticipate those 11 million shall be a part of the 42 million.

Governor Dempsey:

There being nothing further, the Commission will adjourn.

I certify that the above is a transcript of
the proceedings in this matter as taken from
my shorthand notes.

Mary E. Martin, Stenographer

PLEASE REGISTER

5-8-46

NAME	COMPANY	ADDRESS
W. L. Long	Phillips Pet. Co.	Tulsa Okla.
H. H. Harkley	Phillips Pet. Co.	Okessa, Texas
David L. Mayberry	Phillips Pet. Co.	Bartholomew, Okla.
G. M. Rappel	Phillips Pet. Co.	Bartholomew, Okla.
R. B. J. Hummer	" "	" "
H. B. Hurley	CONTINENTAL OIL CO.	FT WORTH, TEXAS
W. G. Ricketts	AMERADA PET. CORP.	Tulsa, OKLA
J. E. Low	" "	MIDLAND, TEXAS
AL Greer	" "	AZTEC N.M.
Robert L. Maddox	" "	AZTEC, N. MEXICO
Dudley Cornell	Attorney	Albuquerque "
D. D. Bodie	C. S. O. I. Co.	Hobbs N Mex
F. A. Cation	Chas. E. Johnson Co.	Santa Fe N. M.
A. K. Montgomery	Standard	Santa Fe N. M.
W. B. Moore	Oil Cons. Comm	Antesed, N. M.
A. R. Dyer	" "	AZTEC, N. MEX.
G. H. GRAY	Rapallo Oil Co.	MIDLAND, TEXAS
HARVE H. MAYFIELD	Magnolia Petroleum Co.	Kermik, Texas.
C. W. FARRIS	SHELL OIL CO., INC.	MIDLAND, TEXAS
GORDON A. GOODWIN	Rockfield Oil Corp.	Los Angeles, Cal.
F. E. McPhillips	" "	" "
Geo R Gibson	" "	Midland Texas
E. H. Shaw	" "	" "
Foster Merrell	U.S. Geological Survey	Roswell, N. M.
Glenn Staley	Lea County Operators	Hobbs N. M.
D. A. Powell	Drilling & Exploration Co.	" "
GEORGE A. GRAHAM	STATE LAND OFFICE.	SANTA FE N. M.
E. J. Gallagher	Gulf Oil Corporation	Hobbs, N. M.
W. L. Gunkel	Oil Cons. Comm	Hobbs N. M.
J. H. Gunkel	Gulf Oil Corp.	Tulsa Okla.
John J. Spier	Charles E. Johnson & Co.	Hobbs, N. M.
K. V. Tilling	Consulting Petroleum Engineer	Midland, Texas
E. C. Hulse	Chas. E. Johnson & Co.	Tulsa
A. W. Ely	Citico Service Oil Co.	Hobbs, N. M.
E. C. LeFevre	" "	Bartholomew Okla
R. G. Schuetz	Texas-Pacific Coal & Oil Co.	Midland Tex
Maymorne Haffey	Cities Service Oil Co.	Bartholomew, Okla.
D. R. McKeith	Phillips Pet. Co.	" "
C. C. COMER	" "	SANTA FE N. M.
J. K. Ramey	Standard Oil Co.	FT Worth
W. L. Card	Standard Oil Co.	Worth Texas
Weldon, Bragance	Howard Williams Co.	Roswell, N. M.
Emmitt White	Howard Williams Co.	Hobbs, N. M.
J. N. Durlow	Howard Williams Co.	Killeb N. Mex.
B. L. Jones	Howard Williams Co.	Midland Tex
L. W. House	Howard Williams Co.	" "

C M Carroll
Oliver Self

Harry Leonard Oil Co

Darlington N M
Frank Le
Roswell

STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

June 8, 1946

Honorable Glenn Staley
Hobbs, New Mexico

Dear Glenn:

Re: Case No. 72, Order No. 647
Case No. 73, Order No. 648
Case No. 74, Order No. 649
Case No. 75, Order No. 650
Case No. 75, Order No. 651
Case No. 76, Order No. 655
Case No. 77, Order No. 656

Please find enclosed copies of the above-captioned orders.

Order No. 649, Case No. 74 has only the effect of adopting the revised C-115 form. The rest of the Order is word for word as the same section it amends, except for the fact that the revised Form C-115 is adopted. In order to adopt the revised C-115 form it was necessary to amend Section 2 of Order No. 447. The amendment simply repeats the particular section, making the one change of adopting the revised Form C-115 referred to.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem
Encls

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STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

June 8, 1946

Mr. Dudley Cornell
Attorney at Law
Albuquerque, New Mexico

Dear Mr. Cornell:

Re: Case 72, Order No. 647.

Please find enclosed a copy of the above-captioned order.

Very truly yours,

Chief Clerk and Legal Adviser

CSL:mem
Encl

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STATE BUREAU OF MINES & MINERAL RESOURCES
Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

June 8, 1946

Mr. George F. Brewington
Attorney at Law
Aztec, New Mexico

Dear Mr. Brewington:

Re: Case 72, Order No. 647

Please find enclosed a copy of the above-captioned order.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem
Encl

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STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

May 27, 1946

Mr. Willard J. Allen
Rogers and Allen
Attorneys-at-Law
Las Animas, Colorado

Dear Mr. Allen:

Re: Case 72 - Petition of George Browington, et al for
rescinding of Order 541, Fulcher Basin Pool.

In reply to your letter of May 25, this Commission rescinded Order 541, 160-acre spacing for the Fulcher Basin Pool, at its hearing on May 8, however, the formal Order has not as yet been executed by the Commission. The Southern Union Production Company has, however, filed a petition for a hearing for an Order embracing some plan for spacing on a 160-acre basis. As to what plan that may be, the Commission is not yet advised. The petition will be set down for a hearing, perhaps in July, if there are any other matters to be heard at that time.

Very truly yours,

Chief Clerk and Legal Adviser

CBL:mem

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BYRON G. ROGERS

WILLARD J. ALLEN

ROGERS AND ALLEN
ATTORNEYS AT LAW
LAS ANIMAS, COLORADO
May 28, 1946

Mr. R. R. Spurrier
Oil Conservation Commission
Santa Fe, New Mexico


Dear Sir:

I shall appreciate it very much if you will inform me as to the decision rendered by the Commission relative to the application of George F. Bruington, et al, for an Order to rescind Order 541 limiting and fixing spacing of gas wells in the Fulcher Basin Field in San Juan County.

The reason I make inquiry is because my Mother is the owner of the NW $\frac{1}{4}$ of 1-~~29~~-12, a part of which is situate in the Fulcher Basin.

Thank you for any courtesy you may extend in the above regard.

Very truly yours,


Willard J. Allen

WJA:

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. 72

ORDER NO. 647

THE APPLICATION OF GEORGE F. BREWINGTON,
AL GREER, JOHN A. PIERCE, C. M. CARROLL,
ROBERT L. MADDOX AND L. G. STEARNS FOR AN
ORDER TO RESCIND ORDER 541 LIMITING AND
FIXING SPACING OF GAS WELLS IN THE FULCHER
BASIN FIELD, SAN JUAN COUNTY, NEW MEXICO
OF ONE WELL TO 160 ACRES SO AS TO RETURN TO
THE CUSTOMARY 40-ACRE SPACING OF THE OIL
CONSERVATION COMMISSION.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at ten o'clock A. M. May 8, 1946
at Santa Fe, New Mexico before the Oil Conservation Commission of New
Mexico, hereinafter referred to as the "Commission".

NOW, on this 8th day of May, 1946, the Commission having before
it for consideration the testimony adduced at the hearing of said case
and being fully advised in the premises;

IT IS THEREFORE ORDERED THAT:

SECTION 1. Order 541 limiting and fixing spacing of gas wells in
the Fulcher Basin Field, San Juan County, New Mexico, of one well to
160 acres for the duration of the war and six months thereafter shall
be and is hereby revoked.

SECTION 2. This order shall be effective on May 8, 1946.

Done at Santa Fe, New Mexico as of the day and year hereinabove
designated.

OIL CONSERVATION COMMISSION

John J. Dempsey
John J. Dempsey, Chairman

John E. Miles
John E. Miles, Member

R. R. Spurrier
R. R. Spurrier, Secretary

MANUEL A. SANCHEZ
ATTORNEY AT LAW
SALMON BUILDING
SANTA FE, NEW MEXICO

May 6, 1946.

Mr. Carl A. Livingston, Attorney,
Oil Conservation Commission,
Santa Fe, New Mexico.

Dear Mr. Livingston:

I enclose herewith for filing Motion for Continuance in
Case No. 40, Order No. 541, of the Oil Conservation Commission.

I will be on hand on the morning of the 8th to press this
motion. However, I thought I would mail you this motion, as the
Commission may want to know of the matter prior to the time of the
hearing.

Yours very truly,

Manuel A. Sanchez

MAS/JF
Enc.

Care 72

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. 40

ORDER NO. 541.

THE APPLICATION OF THE SOUTHERN UNION
PRODUCTION COMPANY FOR 160 ACRE SPACING
FOR GAS WELLS IN THE FULCHER BASIN FIELD
DEFINED FOR THE PURPOSE OF SAID APPLICATION
TO CONSIST OF THE FOLLOWING LANDS: SECTIONS
34 and 35, TOWNSHIP 30 NORTH, RANGE 12 WEST
N.M.P.M., SECTIONS 1, 2, 3, E $\frac{1}{2}$ 10, 11, 12 & 13,
TOWNSHIP 29 NORTH, RANGE 12 WEST, N.M.P.M.,
SECTIONS 7, 17, 18, 19, 20 and 21, TOWNSHIP
29 NORTH, RANGE 11 WEST, N.M.P.M.

MOTION FOR CONTINUANCE

Comes now Southern Union Production Company by its attorney Manuel
A. Sanchez and respectfully requests that the hearing on the matter of the
spacing of the wells in the Fulcher Basin Field be deferred for a period of
sixty days, and as grounds therefor states that the period of sixty days is
necessary to further study the problem of the spacing of wells.

That at the present time the cost of a well is about \$15,000.00,
and that a 40 acre well spacing might not be economical or for the best
interests of conservation.

That the questions presented that companies who have developed
their leases on the 160 acre pattern will have to redrill their leases on
the 40 acre pattern to protect themselves and the royalty owners from drainage
from wells drilled on 40 acre spacing.

That the matter of the economical spacing of wells, economic
development of the field and the matter of the interest of conservation
are involved in the determination of the spacing of said wells, and that
a study of this matter is required in order that a proper solution of the
problem may be arrived at, and that the 60 day time for the study of said
problem is necessary.

Respectfully submitted,

Manuel A. Sanchez
Attorney for Southern Union
Production Company

NOTICE OF PUBLICATION
State of New Mexico
OIL CONSERVATION
COMMISSION

The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearings to be held at Santa Fe, New Mexico at 10:00 A. M., May 8, 1946.

Case 72.

In the matter of the application of George F. Brewington, Al Greer, John A. Pierce, O. M. Carroll, Robert L. Maddox and L. G. Stearns for an order to rescind Order No. 541 limiting and fixing spacing of gas wells in the Fulcher Basin Field in San Juan County, New Mexico of one well to 160 acres so as to return to the customary 40-acre spacing of the Oil Conservation Commission.

Case 73.

In the matter of the application of the Richfield Oil Cooperation for an order of approval of the unit agreement for the development and operation of the Comanche Area within T. 10S, R. 25E, and T. 11S, R. 25E, and T. 10S, R. 26E., and T. 11S, R. 26E, and T. 11S, R. 27E, N.M.P.M., constituting a compact unit area of 16,901.14 acres, Chaves County, New Mexico.

Case 74.

In the matter of the application of the Oil Conservation Commission of the State of New Mexico upon its own motion for a revision of Operators' Monthly Report, Form C-115, effecting all producing counties in New Mexico.

Case 75.

In the matter of the application of Charles Eneu Johnson and Company that it be issued a permit in lieu of or as supplemental to and amendatory of the permit issued to it by this Commission on May 25, 1945 to use up to 42,000,000 cubic feet of natural gas per day from the South Eunice Field in Lea County, New Mexico for the manufacture of carbon black in its plant approximately eight and one-half miles South of Eunice, New Mexico, said permit to continue in effect for a term of ten (10) years from the date of the issuance thereof. The applicant in said application further requests that this Commission's Order No. 589, in case 59, be amended with respect to the term thereof so as to have it conform with the term of the permit hereinabove applied for. Order 589, now requested to be amended, is the Order providing for the lifting of the gas-oil ratio for the South Eunice Field for the duration of the war and six months thereafter for the purpose of the use of gas from said field for the manufacture of carbon black when a carbon black plant with facilities is ready.

Given under the seal of said Commission at Santa Fe, New Mexico on April 22, 1946.

OIL CONSERVATION
COMMISSION

By: R. R. SPURRIER,
Secretary.

(SEAL)
Pub: April 25, 1946

Affidavit of Publication

State of New Mexico, } ss.
County of Santa Fe

I, C. B. Floyd, being first duly sworn, declare and say that I am the (Business Manager) ~~Editor~~ of the Santa Fe New Mexican, a daily newspaper, published in the English Language, and having a general circulation in the City and County of Santa Fe, State of New Mexico, and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 of the Session Laws of 1937; that the publication, a copy which is hereto attached, was published in said paper once ~~each week~~ for one time ~~once each week~~ in the regular issue of the paper during the time of publication, and that the notice was published in the newspaper proper, and not in any supplement, once ~~each week~~ for one time ~~once each week~~ the first publication being on the 25th day of April, 1946, ~~and then last publication~~ ~~was made~~ ~~on the~~ ~~25th~~ ~~day of~~ ~~April~~ ~~1946~~; that payment for said advertisement has been (duly made), or (assessed as court costs); that the undersigned has personal knowledge of the matters and things set forth in this affidavit.

BILL

Time at \$..... 6.88

times, \$.....

Tax \$.....

... \$..... 6.88

C. B. Floyd
Manager

Subscribed and sworn to before me this 25th

day of April, A.D., 1946

Anna K. Armistead
Notary Public

My Commission expires

June 14, 1947

uses adverse to the interests in the Premises Adverse to the Plaintiff, Defendants.

LEGAL ADVERTISEMENT

PUBLISHER'S BILL

86 lines, one time at \$.....6.88

lines,times, \$.....

Tax \$.....

Total \$ 6.88

Received payment,

By.

State of New Mexico, } ss.
County of Santa Fe }

I, C. B. Floyd, being first duly sworn,
declare and say that I am the (Business Manager) ~~Editor~~ of the Santa Fe
New Mexican, a daily newspaper, published in the English
Language, and having a general circulation in the City and County of Santa Fe, State of
New Mexico, and being a newspaper duly qualified to publish legal notices and adver-
tisements under the provisions of Chapter 167 of the Session Laws of 1937; that the
publication, a copy which is hereto attached, was published in said paper once ~~each week~~
for one time ~~once a week~~ ~~and on the~~ ~~same day~~ ~~of each week~~ in
the regular issue of the paper during the time of publication, and that the notice was
published in the newspaper proper, and not in any supplement, once ~~each week~~ for
one time ~~each week~~ ~~on the~~ ~~first~~ publication being on the
25th day of April, 1946, ~~and on the~~ ~~same day~~ ~~of each week~~
~~thereafter~~ ~~improvement~~ ~~in~~; that payment
for said advertisement has been (duly made), or (assessed as court costs); that the
undersigned has personal knowledge of the matters and things set forth in this affidavit

Manager

Subscribed and sworn to before me this 25th

day of April, A.D., 1946

Notary Public

My Commission expires

June 14, 1949

Line 72

THE CITIZENS BANK OF AZTEC

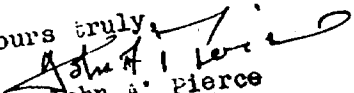
Aztec, New Mexico, April 26, 1946

Yours of 17th received with enclosures as stated.

- ☐ We credit your account:
- ☐ We enter for collection:

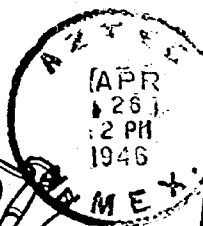
All items are credited subject to final payment.

Dear Sir: Received yours of 17th regarding rescinding No 541.

Yours truly,

John A. Pierce

THE CITIZENS BANK OF AZTEC
AZTEC, NEW MEXICO

POST CARD



Carl B. Livingston,
Chief Clerk & Legal Adviser.
State Bureau of Mines,
Box 871,
Santa Fe, New Mex.

LEASES :: PIPE

CABLE :: TOOLS

L. G. STEARNS
DRILLING CONTRACTOR
AZTEC. NEW MEXICO

April 27, 1946

Mr. Carl E. Livingston
State Bureau of Mines & Mineral Resources
Box 371
Santa Fe, New Mexico

Dear Mr. Livingston:

This is to acknowledge receipt of your notice
of April 23, 1946 concerning the hearing of Case 72,
which is to be held at Santa Fe on May 3, 1946.

Very truly yours,


L. G. Stearns

LES:a

State of New Mexico, County of San Juan, Town of Aztec:

I, Geo. B. Bowra, Editor of the Aztec Independent-Review, a weekly newspaper published at Aztec, New Mexico, do hereby swear under oath that the attached Notice by Publication of Hearing

was published once a week in said newspaper for one successive weeks, the first publication being on the 26th day of April, 1946, and the last publication being on the 26 day of April, 1946; that said newspaper is of general circulation and is a legal newspaper qualified to publish said publication as required by law.

Publication fee \$2.32

Subscribed and sworn to before me this 26 day of April, 1946

My Commission Expires Oct. 21, 1947

[Signature]
Notary Public

NOTICE OF PUBLICATION

State of New Mexico

Oil Conservation Commission

The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10:00 A.M., May 8, 1946.

Case 72

In the matter of the application of George F. Brington, Al Greer, John A. Pierce, C.M. Carroll, Robert L. Maddox and L. G. Stearns for an order to rescind Order 541 limiting and fixing spacing of gas wells in the Fulcher Basin Field in San Juan County, New Mexico of one well to 160 acres so as to return to the customary 40 acres spacing of the Oil Conservation Commission.

Given under the seal of said Commission at Santa Fe, New Mexico on April 22, 1946
(SEAL)

Oil Conservation Commission,

R.R. Spurrier, Secretary.

Pub. Aztec Independent-Review,
April 26, 1946

NEW MEXICO
OIL CONSERVATION COMMISSION

GOVERNOR JOHN J. DEMPSEY
CHAIRMAN
LAND COMMISSIONER JOHN E. MILES
MEMBER
STATE GEOLOGIST R. R. SPURRIER
SECRETARY AND DIRECTOR



Santa Fe, New Mexico

April 17, 1946

Mr. George F. Brewington
Mr. Al Greer
Mr. John A. Pierce
Mr. C. M. Carroll
Mr. Robert L. Maddox
Mr. L. G. Stearns

Aztec, New Mexico

Gentlemen:

Re: Case 72. Application for an order to rescind Order
No. 541

The above-captioned case has been set for hearing at Santa Fe,
New Mexico on May 10, 1946 at 10:00 A. M.

Will each of you please acknowledge receipt of this notice?

Very truly yours,

Carl B. Livingston
Chief Clerk and Legal Adviser

mem

Aztec N.M.

Receipt of notice of above hearing acknowledged
this 24th day of April, 1946.

Geo. F. Brewington
Geo. F. Brewington

STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

April 23, 1946

Mr. George F. Brewington
Mr. Al Greer
Mr. John A. Pierce
Mr. C. M. Carroll
Mr. Robert L. Maddox
Mr. L. G. Stearns

Astec, New Mexico

Gentlemen:

Re: Case 72. Application for an order
to rescind Order No. 541

Please disregard the letter of this Commission of April
17, 1946 in which you were advised that the above-captioned
case had been set for hearing at Santa Fe on May 9, 1946
at 10:00 A. M.

You are informed that the above-captioned case has now been
set for hearing at Santa Fe on May 8, 1946 at 10:00 A. M.

Please acknowledge receipt of this notice.

Very truly yours,

Carl B. Livingston

Chief Clerk and Legal Adviser

mem

Al: Will you please go to the office of the Aztec Independent
Review, and advise that office that the only change in the
notice which was mailed it is the changing of the date from
May 9 to May 8? Thanks.

Carl

Astec, April 25-46

*Notice received today and Aztec Independent Review office
notified by Greer.*

NOTICE OF PUBLICATION
STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10:00 A. M., May 8, 1946:

Case 72.

In the matter of the application of George F. Brewington, Al Greer, John A. Pierce, C. M. Carroll, Robert L. Maddox and L. G. Stearns for an order to rescind Order 541 limiting and fixing spacing of gas wells in the Fulcher Basin Field in San Juan County, New Mexico of one well to 160 acres so as to return to the customary 40-acre spacing of the Oil Conservation Commission.

Given under the seal of said Commission at Santa Fe, New Mexico on April 22, 1946.

OIL CONSERVATION COMMISSION

By:

R. R. Spurrier

R. R. Spurrier, Secretary

SEAL

STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

April 23, 1946

The Aztec Independent Review
Aztec, New Mexico

Gentlemen:

Re: Notice of Publication - Case 72.

Under date of April 22, 1946 you were furnished a notice of the above captioned case for publication.

There is enclosed a notice of the said Case 72, to be substituted in lieu of the one furnished you in the above-mentioned letter, the only change being that the date of the hearing is May 8, 1946 rather than May 9. It will be appreciated if you will make this change before the notice is published, following the instructions given in the letter of this Commission to you under date of April 22.

Very truly yours,

Chief Clerk and Legal Adviser

Encl
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STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY

DIRECTOR

April 23, 1946

Mr. George F. Brewington
Mr. Al Greer
Mr. John A. Pierce
Mr. C. M. Carroll
Mr. Robert L. Maddox
Mr. L. G. Stearns

Astec, New Mexico

Gentlemen:

Re: Case 72. Application for an order
to rescind Order No. 341

Please disregard the letter of this Commission of April
17, 1946 in which you were advised that the above-captioned
case had been set for hearing at Santa Fe on May 9, 1946
at 10:00 A. M.

You are informed that the above-captioned case has now been
set for hearing at Santa Fe on May 8, 1946 at 10:00 A. M.

Please acknowledge receipt of this notice.

Very truly yours,

Chief Clerk and Legal Adviser

MEM

Al: Will you please go to the office of the Aztec Independent
Review, and advise that office that the only change in the
notice which was mailed it is the changing of the date from
May 9 to May 8? Thanks.

NOTICE OF PUBLICATION
STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10:00 A. M., May 8, 1946:

Case 72.

In the matter of the application of George F. Brewington, Al Greer, John A. Pierce, C. M. Carroll, Robert L. Maddox and L. G. Stearns for an order to rescind Order No. 541 limiting and fixing spacing of gas wells in the Fulcher Basin Field in San Juan County, New Mexico of one well to 160 acres so as to return to the customary 40-acre spacing of the Oil Conservation Commission.

Case 73.

In the matter of the application of the Richfield Oil Cooperation for an order of approval of the unit agreement for the development and operation of the Comanche Area within T. 10S, R. 25E, and T. 11S, R. 25E, and T. 10S, R. 26E., and T. 11S, R. 26E, and T. 11S, R. 27E, N.M.P.M., constituting a compact unit area of 16,901.14 acres, Chaves County, New Mexico.

Case 74.

In the matter of the application of the Oil Conservation Commission of the State of New Mexico upon its own motion for a revision of Operators' Monthly Report, Form C-113, effecting all producing counties in New Mexico.

Case 75.

In the matter of the application of Charles Kneu Johnson and Company that it be issued a permit in lieu of or as supplemental to and amendatory of the permit issued to it by this Commission on May 25, 1945 to use up to 42,000,000 cubic feet of natural gas per day from the South Eunice Field in Lea County, New Mexico for the manufacture of carbon black in its plant approximately eight and one-half miles South of Eunice, New Mexico, said permit to continue in effect for a term of ten (10) years from the date of the issuance thereof. The applicant in said application further requests that this Commission's Order No. 589, in case 59, be amended with respect to the term thereof so as to have it conform with the term of the permit hereinabove applied for. Order 589, now requested to be amended, is the Order providing for the lifting of the gas-oil ratio for the South Eunice Field for the duration of the war and six months thereafter for the purpose of the use of gas from said field for the manufacture of carbon black when a carbon black plant with facilities is ready.

Given under the seal of said Commission at Santa Fe, New Mexico on April 22, 1946.

OIL CONSERVATION COMMISSION

By:

R. R. Spurrier, Secretary

SEAL

STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

April 22, 1946

C
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The Astec Independent Review
Astec, New Mexico

Gentlemen:

Re: Notice of Publication - Case 72.

Please publish the enclosed notice once, immediately. Please proof-read the notice carefully and send a copy of the paper carrying such notice.

UPON COMPLETION OF THE PUBLICATION, PLEASE SEND PUBLISHER'S AFFIDAVIT.

For payment please submit statement in duplicate accompanied by voucher executed in duplicate. The vouchers must be signed by a notary in the space provided on the back of the voucher. The necessary blanks are enclosed.

Very truly yours,

Chief Clerk and Legal Adviser

mem
Encl

A copy of the voucher, mentioned above, will be mailed to you in tomorrow's mail.

PETROLEUM ADMINISTRATION FOR WAR

WASHINGTON

FEB 27 1948

*Re: ...
all yours*

mission,

is to advise you ~~this Administration no longer~~ ry 15, this
governing the spacing of wells. evoked and
regulations

I trust that this will answer your inquiry
satisfactorily.

Yours very truly,

David M. Hudson
David M. Hudson,
Acting Chief Counsel.



PETROLEUM ADMINISTRATION FOR WAR

WASHINGTON

FEB 27 1948

Mr. Carl B. Livingston,
Chief Clerk & Legal Adviser,
New Mexico Oil Conservation Commission,
Santa Fe, New Mexico.

Dear Mr. Livingston:

Replying to your request of February 15, this is to advise you that PAO-11 has been revoked and this Administration no longer has any regulations governing the spacing of wells.

I trust that this will answer your inquiry satisfactorily.

Yours very truly,

David M. Hudson
David M. Hudson,
Acting Chief Counsel.



R. H. Hudson
cc: [unclear]

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

C
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PAW file

February 21, 1946

Mr. Al Greer
Box 337
Astec, New Mexico

Dear Al:

Referring to our conversation of a few days ago, please be advised as follows:

Although PAW is apparently no longer functioning and therefore Section 2 of Order No. 541 (The Fulcher Basin Gas Field 160 acre Spacing Order) can no longer be effective, it seems best that you should petition the Commission for a hearing to rescind Order No. 541. (Carl Livingston can help you do this).

The Commission can promulgate no order without petition for hearing and likewise can not dissolve the same order without hearing; remembering that the order in question is effective for the duration of the war plus six months.

Very truly yours,

RRS:MS

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

February 14, 1946

AIRMAIL

Petroleum Administration of War
Oil and Gas Division
Washington, D. C.

Re: PAO-11
Case 3-NG-15

Gentlemen:

Please advise if the spring order limiting one well to 40 acres for oil and one well to a section for gas well has been revoked.

Specifically as to the Ulcher Basin, San Juan County, New Mexico, in 1943 an exception was granted by your department permitting one gas well to 160 acres. It is therefore desired to know if the restriction of one gas well to 160 acres for that area still is in effect.

This information will be greatly appreciated by this department as soon as possible.

Very truly yours,

Chief Clerk & Legal Adviser

CBL:MS

*2-14-46, Santa Fe, N.M. - PAO-11 -
Case 3-NG-15 -
Spring order limiting one well to 40 acres for oil and one well to a section for gas well -
Is this still in effect?*

OIL CONSERVATION COMMISS I
SANTA FE, NEW MEXICO

February 15, 1946

AIRMAIL

Petroleum Administration for War
Natural Gas and Natural Gasoline Division
245 Mellie Esperson Building
Houston, Texas

Re: PAO-11
Case 3-NO-115

Gentlemen:

Please advise if the spacing order limiting one well to 40 acres for oil and one well to a section for gas wells has been revoked.

Specifically as to the Fulcher Basin, San Juan County, New Mexico, in 1943 an exception was granted by your department permitting one gas well to 160 acres. It is therefore desired to know if the restriction of one gas well to 160 acres for that area still is in effect.

This information will be greatly appreciated by this department as soon as possible.

Very truly yours,

Chief Clerk & Legal Adviser

CBL:MS

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Page 410

ORDER NO. 841, EFFECTIVE 6-22-43
THE FULCHER BASIN GAS FIELD 160-ACRE UNITING ORDER

1. That for the purpose of establishing a uniform spacing plan within the Fulcher Basin Gas Field, as hereinafter defined, the spacing for gas wells shall be according to the following plan:

The unit shall consist of 160 acres in an approximate square as defined by the United States Public Land Surveys. One gas well shall be permitted to each of such units, but no well shall be located closer than 330 feet to the exterior boundary of any such unit.

2. Provided: where such unit consists of tracts of diverse ownership and the owners are unable to consummate a unitizing agreement, no owner of less than 160 acre unit shall be denied his right to drill and produce, but in such case the well shall be operated and produced in such manner as to prevent injury to neighboring leases or properties. In such case, however, no owner of a tract smaller than the unit shall be granted permission to drill unless he shall first obtain an exception therefor from the Petroleum Administrator.

3. For the purpose of the order herein, the Fulcher Basin Field is defined to consist of the following lands:

Sections 34 and 35, Township 30 North, Range 12 West, N.M.P.M. Sections 1, 2, 3, 10, 11, 12 and 13, Township 29 North, Range 12 West, N.M.P.M. Sections 7, 17, 18, 19, 20 and 21, Township 29 North, Range 11 West, N.M.P.M.

4. This Order shall become effective on the 22nd day of June, 1943, and shall continue for the duration of the present war and for six months.

Aztec, New Mexico, July 15th, 1944.

Petroleum Administrator for War.
Nellie Epperson Building,
Houston, Texas,
Gentlemen;

Re: PAO-11
Case 3-NG-1515.

I have your letter of the 7th inst., in reference to my application for waiver of exemptions as to drilling a well for oil and gas on lands in San Juan County, New Mexico, described as S $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 2, Twp. 29 N. Range 12 W., which suggests that I attempt to obtain contiguous acreage to form a drilling unit of 160 acres.

The regulations of the State Conservation Commission require the acreage to be in an approximate square form as defined by the U.S. Public land surveys.

I made an attempt, as your records will show, to obtain the other 40 acre tract in this NE $\frac{1}{4}$ Sec. 2, and was unable so to do, and was unable to obtain participation as set forth in regulation #1503.26.

My investigation shows that there are no other 40 acre tracts adjoining the 120 acres held by me that can be obtained, so as to form a square, other tracts adjacent are in Government permits or leases and the 160 acres immediately south has already been developed by drilling.

Apparently most of the adjacent lands are held or controlled by the Southern Union Gas Company, who are doing their own development work, and their holding are not available.

Mr Dudley Cornell, who as I understand is a government employee and connected with the oil development effort or regulations, and who has an office in the same building you occupy, and who attempted to obtain the lease on the lands now covered by my lease, appears to hold a Government Permit or Lease, Santa Fe #265557 on near by lands to my lease lands. None of his lands joins directly, but might be called contiguous, as to one forty acre tract, but would not form a square. Whether Mr Cornell, who has been developing acreage held by himself and associated in the Fulcher Basin would be willing to put up his part of the cost of a well to be drilled by me on my 120 acre lease is a question, as is also the difficulties of attempting to consolidate fee title lands with government lands.

I have been disappointed in not being able to get a decision in this matter which has been pending since March last, especially your wire to me of date June 29th which states that matter was inadvertently delayed.

Please make a decision in this matter so that I may proceed one way or the other, respectfully calling your attention to the letter to your office sent by Mr John H. Kelly, Director of the N.M. Oil Conservation Commission of date March 25, 1944.

Yours truly.

cc to
Mr John H. Kelly, Director,
N.M.O.C.C.
Santa Fe, New Mexico.

Al Greer.

PETROLEUM ADMINISTRATION FOR WAR

HOUSTON, TEXAS

July 7, 1944

Subject: PAO-11
Case 3-MG-1515

Mr. Al Greer
Artes, New Mexico

Dear Mr. Greer:

With further reference to your application to drill a gas well in the Fuleher Basin Field, and in view of the refusal of the owners of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 2-29N-12W, it is suggested that you endeavor to consolidate other contiguous acreage, in order to form a drilling unit of 160 acres, and supplement your pending application accordingly.

Yours very truly,

/s/ Henry M. Brown

Henry M. Brown
District Director
Natural Gas and Natural Gasoline Division

cc: Mr. John M. Kelly, Director ✓
New Mexico Oil Conservation Commission
Santa Fe, N.M.

cc: Mr. L. G. Snow,
U. S. Geological Survey,
Roswell, N. M.

PETROLEUM ADMINISTRATION FOR WAR

HOUSTON 1, TEXAS June 16, 1944

Subject: PAO-11
Case 3-NG-1515

Mr. John M. Kelly, Director,
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

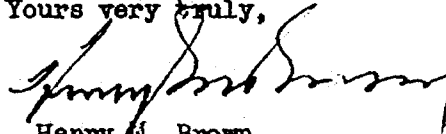
Dear Mr. Kelly:

With further reference to the application of Mr. Al Greer to drill a gas well on a 120-acre tract in the Fulcher Basin Field, we are enclosing a copy of letter received from Mr. Snow of the U.S.G.S. at Roswell, in reply to our letter of June 7, a copy of which has already been forwarded to you.

It is regretted that in the face of objections raised by Mr. Snow this Office does not desire to recommend the requested grant of exception.

We wish to take this opportunity to express our appreciation of the splendid cooperation which your office has given us in the past, and we hope these pleasant relations may continue to prevail.

Yours very truly,



Henry M. Brown
District Director

Natural Gas and Natural Gasoline Division

Encl.

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

P. O. Box 997
Roswell, New Mexico
June 13, 1944

Mr. Henry M. Brown
District Director
Natural Gas and Natural Gasoline Division
Petroleum Administration for War
245 Nellie Esperson Building
Houston, Texas

Re: Case 3-NG-1515 (G-1256)

Dear Mr. Brown:

Receipt is acknowledged of your letter of June 7, 1944 requesting our comments or any recommendations we may wish to make regarding reconsideration of your denial to drill a gas well on the 120-acre tract described as the S $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{2}$ NE $\frac{1}{4}$, sec. 2, T. 29 N., R. 12 W. Fulcher Basin field, on the basis that inadequate acreage was assignable to the well.

This office considers the establishment of an acceptable uniform drilling pattern for the entire Fulcher Basin gas field, the majority of the acreage of which is owned by the United States, to be essential and we have recommended and concurred in the spacing pattern of one well to 160 acres. All exceptions to date, and we have a record of six in the Fulcher Basin gas field, have been based on one well to 160 acres and where government lands were involved we have required that units of less than 160 acres be consolidated before granting permission to drill. Should exceptions now be granted to drill gas wells on less than 160 acres the whole spacing pattern for the field may be disrupted, and all lessees holding tracts of less than 160 acres may reasonably apply for exceptions on the same basis: that their lands are being drained.

With reference to the particular case your attention is called to the two exceptions granted the Southern Union Production Company to drill in the NW $\frac{1}{2}$ SE $\frac{1}{4}$ and NW $\frac{1}{2}$ SW $\frac{1}{4}$, sec. 2, T. 29 N., R. 12 W. To maintain the spacing pattern established wells, if and when drilled, should be drilled in the NW $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{2}$ NW $\frac{1}{4}$ of sec. 2. This office required that the two 80-acre tracts in the SW $\frac{1}{4}$ of sec. 2 be consolidated before approving notice of intention to drill, and this was done prior to the request for an exception from your office.

We have also advised the Southern Union Production Company in connection with the proposed drilling of a well in sec. 18, T. 29 N., R. 11 W. that it would be necessary to form a 160-acre drilling unit before drilling would be approved. Two Federal leases were involved and a proposed form of agreement for unitization of the tract was forwarded to the company for consideration.

PETROLEUM ADMINISTRATION FOR WAR

SUITE 245, MELLIE ESPERSON BUILDING

HOUSTON, TEXAS

June 7, 1944

Subject: Case 3-NG-1516 (G-1256)

Mr. L. G. Snow, Supervisor
Oil and Gas Operations
U. S. Geological Survey
P. O. Box 997
Roswell, New Mexico

Dear Mr. Snow:

Under date of April 4 we forwarded you a copy of our denial of the application of Al Greer, Asteo, New Mexico, to drill a gas well on the 120-acre tract described as the S $\frac{1}{2}$ NE $\frac{1}{4}$ and NW NE $\frac{1}{4}$ of Section 2-29N-12W, Fulcher Basin Field, on the basis that inadequate acreage was assignable to the well.

However, Mr. Kelly, Director of the New Mexico Oil Conservation Commission, has written a letter in support of the application, stating that the owners of the NE $\frac{1}{4}$ of Section 2 have been offered an opportunity to participate in the production from the quarter-section drilling unit but have refused to join the unit; and that the 120-acre tract in question is being drained by an offset gas well located some 800' south of the lease boundary. Therefore, Mr. Kelly has expressed the willingness of the Commission to grant Greer a permit on the 120-acre tract with the well located 330' S and W of the C of NE $\frac{1}{4}$ of Section 2.

In addition, Mr. Greer has filed documentary evidence to show an offer of participation was made to and refused by Mr. Earl Dragoo and Mr. Jim Hutton, owners of the NE NE $\frac{1}{4}$.

On the basis of such documentary evidence, and the Commission's attitude, this Office is disposed to reconsider the Greer application. However, before taking definite action, we shall appreciate receiving any comments or recommendations which you may wish to make.

Yours very truly,

Henry M. Brown
District Director

Natural Gas and Natural Gasoline Division

cc: Mr. John M. Kelly ✓



PETROLEUM ADMINISTRATION FOR WAR

STRAIGHT MESSAGE

WASHINGTON, D. C.
MAY 4, 1944.

JOHN M. KELLY, DIRECTOR
OIL CONSERVATION COMMISSION,
STATE CAPITOL,
SANTA FE, NEW MEXICO.

RE ORNER'S APPLICATION DRILL GAS WELL SAN JUAN COUNTY, NEW MEXICO. HAVE
DISCUSSED CASE WITH DUCKER, NATURAL GAS DIVISION. THEY ARE HAVING DISTRICT
OFFICE WRITE YOU FULL PARTICULARS REGARDING DENIAL OF THIS APPLICATION.

J. E. HESTON,
ASSISTANT DIRECTOR OF PRODUCTION.

CONFIRMATION ✓

PETROLEUM ADMINISTRATION FOR WAR
247 Mellie Esperson Building
HOUSTON 1, TEXAS
DISTRICT III

May 8, 1944

Mr. John M. Kelly, Director
New Mexico Oil Conservation Commission
Santa Fe,
New Mexico

Dear Mr. Kelly:

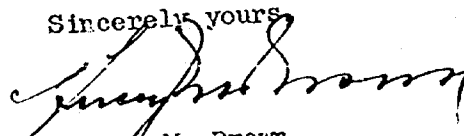
We are writing you to relate the circumstances surrounding our recent denial to Mr. Al Greer, Case No. 3-1256 (3-NG-1515) to drill a gas well on the Beck Lands in Section 2-2N-12W, Fulcher Basin Field, San Juan County, New Mexico. As you know, this application for exception was denied predicated on the fact that only 120 acres was assigned to the well, compared to our previous policy of authorizing gas well drilling, consistent with your regulations, requiring 160 acres to each well.

Through an oversight, we failed to recognize your comments by letter dated March 25th, presuming that if Mr. Greer made further attempts to consolidate appropriate acreage, it would be more consistent to maintain the present policy agreed upon by your office and ours.

We are now advised there are other pending circumstances which warrant reconsideration of this case and we would appreciate your advising Mr. Greer of these facts, suggesting to him that a supplemental application be filed.

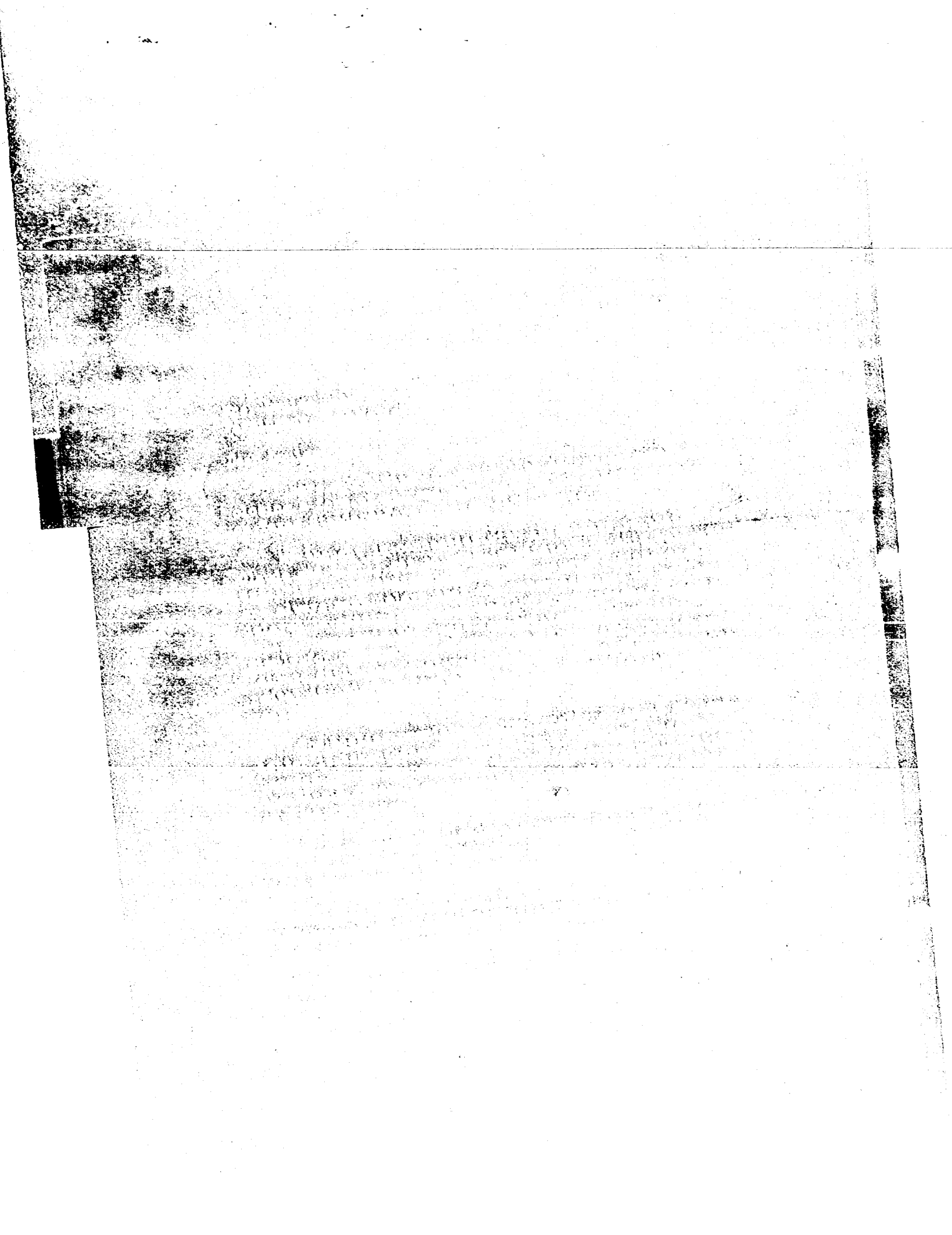
We would certainly appreciate any further comments that you may care to make so that this application could be handled in the proper manner.

Sincerely yours



Henry M. Brown
District Director of
Natural Gas and Natural Gasoline Division

cc: Mr. Al Greer
Box 337, Aztec, New Mexico



OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

C
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May 5, 1944

Mr. Al Greer
Aztec, New Mexico

Dear Al:

Attached is copy of telegram I have just received.
Just as soon as we receive further information it will be
forwarded to you.

Kindest regards.

Very truly yours,

John M. Kelly
Director.

JMK:MS

CLASS OF SERVICE
 This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

SYMBOLS	
DL	Day Letter
NL	Night Letter
LC	Deferred Cable
NLT	Cable Night Letter
	Ship Radiogram

A. N. WILLIAMS
 PRESIDENT

The time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

VB161 33 GOVT=WASHINGTON DC 4 631P

JOHN M KELLY, DIRECTOR

OIL CONSERVATION COMMISSION STATE CAPITAL

RE GREER'S APPLICATION DRILL GAS-WELL SAN JUAN COUNTY,
 NEW MEXICO. HAVE DISCUSSED CASE WITH DUCKER, NATURAL GAS
 DIVISION. THEY ARE HAVING DISTRICT OFFICE WRITE YOU FULL
 PARTICULARS REGARDING DENIAL OF THIS APPLICATION.
 J E HESTON ASSISTANT DIRECTOR OF PRODUCTION

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

PETROLEUM ADMINISTRATION FOR WAR

HOUSTON 1, TEXAS

March 28, 1944

New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Attention: Mr. John M. Kelly, Director

Dear Mr. Kelly:

Thank you very much for your letter dated March 25 with reference to Mr. Al Greer's application for a gas well in the NE $\frac{1}{4}$ Section 2, Township 29N-Range 12W, San Juan County, New Mexico.

In view of the difficulty Mr. Greer is having in securing an appropriate unit, we shall be glad to review his application for the well, assuming of course he will supply the information requested in our letter of March 6.

We are sending Mr. Greer a copy of this letter, along with Recommendation No. 32, which sets forth the requirements for the formation of appropriate drilling units. We are suggesting that Mr. Greer submit a letter of offer to and reply from Messrs. Dragoo and Hutton, of Farmington, N. M.

At such time as we receive these data, we shall be glad to take action upon Mr. Greer's request.

Thank you very much for your cooperation.

Sincerely yours,



Henry M. Brown
District Director of
Natural Gas and Natural Gasoline Division

cc to: Mr. Al Greer
Aztec, New Mexico.

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

C
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March 25, 1944

Petroleum Administration for War
Houston, Texas

Gentlemen:

Mr. Al Greer of Astec, New Mexico, has requested the approval of this Commission to drill a gas well in the NE $\frac{1}{4}$ Section 2, Township 29N-Range 12W, N.M.P.M. This is in an area that both the Oil Conservation Commission and the PAW have set up for 160 acre spacing.

Mr. Greer informs me he is the owner of 120 acres out of the NE $\frac{1}{4}$, and that 40 acres, being the NE of the NE, are at the present owned by Mr. Drago and Mr. Hutton of Farmington, New Mexico. Mr. Greer has endeavored to have these gentlemen join with him to make a 160 acre drilling unit, which they have refused to do. At the present time Mr. Greer's land is being drained by an offset gas well located some 800 feet south of the south boundary of his lease.

This is to inform you that this Commission will be in favor of Mr. Greer filing for and obtaining an exception to P.A.W. Order which would permit him to drill a gas well on his present lease of 120 acres and to locate the gas well 330 feet south and west of the center of the NE $\frac{1}{4}$ of Section 2, Township 29N, Range 12W.

Very truly yours,

John M. Kelly
Director

JMK:ES
3 cc to Al Greer

Aztec, New Mexico,
March 17th, 1944.

Messrs Jim Hutton
and Earl Drago,
Farmington, New Mexico.
Gentlemen:-

You will recollect that we have had some conversations in reference to your leasing to me the NE 1/4 Section 2, Twp 29 N. Range 12 W. which you hold by Tax Deed and you have informed me you did not wish to lease the land for oil and gas.

As I informed you I have a lease of the Beck land, the South half of the northeast quarter and the northwest of the northwest quarter of this section two and I contemplate drilling a well on this Beck land for oil and gas to the Pictured Cliff formation, approximately 2000 feet in depth at a cost of between \$12,000.00 and \$15,000.00.

The territory in question is in a restricted area for drilling whereunder 160 acres is required for drilling to be in one block. Under such regulations I, as an operator, in the drilling of a well on the Beck leased land ask you to participate in the drilling of a well for oil and gas and include your land in the block. Under this participation you would be required to pay your proportional cost (one fourth) of the drilling of the well and its upkeep and would, event of production of oil or gas, participate proportionally.

I am taking this matter up with the New Mexico Oil and Gas Conservation Commission, at Santa Fe, March 24th, 1944, and if you wish to participate in the drilling, and include your land, please advise both myself and the Commission on or before March 23, 1944.

Yours truly,

Al Greer
Al Greer.
Box 337, Aztec,
New Mexico.

State of New Mexico }
County of San Juan } ss

Mr. Al Greer
Aztec, New Mexico

March 17, 1944

Dear Mr. Greer:

We appreciate your invitation to join you in drilling a well on the above described lands, however owing to the fact that we intend to drill a well for oil on our forty acres, we don't want to tie up our land in any other deal, therefore we refuse to participate.

Yours truly,

Subscribed and sworn to before
me this 17th day of March 1944

Edmund P. Woods
Notary Public
MY COMMISSION EXPIRES APRIL 12, 1945

Earl Drago
Earl Drago
Farmington, N.M.

Jim Hutton
Jim Hutton, Farmington, N.M.

STATE BUREAU OF MINES & MINERAL RESOURCES

Box 871

Santa Fe, New Mexico

JOHN M. KELLY
DIRECTOR

April 17, 1946

C
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P
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Mr. George F. Brewington
Mr. Al Greer
Mr. John A. Pierce
Mr. C. M. Carroll
Mr. Robert L. Maddox
Mr. L. G. Stearns

Aztec, New Mexico

Gentlemen:

Re: Case 72. Application for an order to rescind Order
No. 541

The above-captioned case has been set for hearing at Santa Fe, New
Mexico on May ~~16~~⁷, 1946 at 10:00 A. M.

Will each of you please acknowledge receipt of this notice?

Very truly yours,

Chief Clerk and Legal Adviser

mem

BEFORE THE OIL AND GAS CONSERVATION
COMMISSION OF THE STATE OF NEW MEXICO.

IN THE MATTER OF THE APPLICATION TO

RECIND ORDER No.541 (Case No.40)

No. _____

PERTAINING TO SPECING OF WELLS IN

THE "FULCHER BASIN FIELD" IN SAN

JUAN COUNTY, NEW MEXICO.

To, The Oil & Gas Conservation
Commission of the State of
New Mexico.

Gentlemen;-

Your petitioners respectfully show;

THAT WHEREAS, of date April 27,1943, your Commission made and entered
and Order, under No.541 (Case No.40) limiting and fixing spacing of
wells, drilled or to be drilled for oil and gas, in what is known as
the "Fulcher Basin Field" in San Juan County, New Mexico, whereunder
drilling was limited to units of not less than 160 acres.

That said Oder, as your petitioners are informed, was adopted
to conform to a like Order made by Federal P.A.W., and which said
Order has now been recinded by such Government Agency.

The undersigned, owners and lessee's of lands wituated within
the territory covered by said Oder No.541, now respectfully show
to the Commission that a continuance of such Oder prevents due
developement of the lands within such territory embraced in said
Order, for both oil and gas, and is a detriment to all land owners and
lessee's and the general public.

WHEREFORE, your undersigned petitiones respectfully ask that
said Order No.541 be recinded, as to all lands embraced therein,
and that lands embraced and situayed in said described territory
be pe. mitted to be developed for oil and gas, under the same rules and
regulations as existed prior to the entry of, said Order N. 541.
Dated April _____, 1946.

W. J. H. H. H.
W. J. H. H. H.
W. J. H. H. H.
W. J. H. H. H.
W. J. H. H. H.
W. J. H. H. H.

Case No.

72

Application, Transcript,
Small Exhibits, Etc.

Case No.

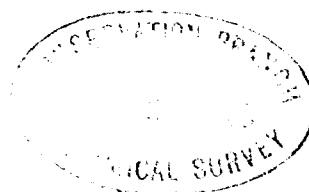
72

Application, Transcript,
Small Exhibits, Etc.

CASE 73 COMANCHE UNIT
Buffalo Oil Company

3 Case 73 - File 2

I-SEC. NO. 452



UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE COMANCHE AREA,
CHAVES COUNTY, NEW MEXICO.

U. S. GEOLOGICAL SURVEY
RECEIVED
SEP 23 1946
ROSWELL, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of July,
1946, 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 :

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

WHEREAS, it is the purpose of the parties hereto to conserve
natural resources, prevent avoidable waste, and secure other benefits
obtainable through development and operation of the unit area subject to
this agreement under the terms, conditions and limitations hereinafter set
forth, under and pursuant to the provisions of Sections 17, 27 and 32 of
the Act of Congress approved February 25, 1920, entitled "An Act to promote
the mining of coal, phosphate, oil, oil shale, gas and sodium on the public
domain", 41 Stat. 443, 448, 450, as amended or supplemented by the Acts of
March 4, 1931, 46 Stat. 1523, and August 21, 1935, 49 Stat. 676; 30 U. S. C.
226, 184, and 189; and

WHEREAS, the Commissioner of Public Lands of the State of New
Mexico is authorized by an Act of the Legislature (Chap. 88, Laws of 1943)
to consent to or approve this agreement on behalf of the State of New
Mexico, in so far 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 an Act of the Legislature (Chap. 72, Laws of 1935) to approve this agreement and the conservation provisions hereof;

NOW, THEREFORE, in consideration of the premises and the promises hereinafter contained, the parties hereto agree as follows:

1. ENABLING ACT AND REGULATIONS. The Act of Congress, approved February 25, 1920, supra, as amended, and the Acts of the Legislature of the State of New Mexico (Chap. 72, Laws of 1935 and Chap. 88, Laws of 1943) and all pertinent regulations heretofore or hereafter issued thereunder, including operating regulations, are accepted and made a part of this agreement.

2. DEFINITIONS. For all purposes of this agreement certain terms used herein are defined as follows:

(a) "Secretary" shall mean the Secretary of the Interior of the United States and those persons or agencies duly authorized to act for and in his behalf.

(b) "Supervisor" shall mean the Oil and Gas Supervisor of the United States Geological Survey and those persons or agencies duly authorized to act for and in his behalf.

(c) "Commissioner" shall mean the Commissioner of Public Lands of the State of New Mexico.

(d) "Commission" shall mean the Oil Conservation Commission of the State of New Mexico and those persons duly authorized to act for and in its behalf.

(e) "Working Interest Owner" shall mean a party owning the rights to operate upon unitized lands for the purpose of exploring, discovering, developing, and producing unitized substances.

(f) "Royalty Owner" shall mean a party hereto or consenting hereto owning interests in unitized lands, or leases or other agreements pertaining to unitized lands, other than the rights to operate upon unitized lands for the purpose of exploring, discovering, developing, and producing unitized substances.

(g) "Paying quantities", in regard to any obligations of Unit Operator to drill any well or to continue drilling additional wells, shall mean a quantity of the unitized substances sufficient to repay the cost of drilling, equipping and operating the well and a small profit in addition thereto.

(h) "Unitized lands" shall mean such parts of the unit area as are committed hereto and are described opposite the signatures of the parties hereto.

3. UNITIZED SUBSTANCES. All oil, gas, natural gasoline and associated fluid hydrocarbons producible from land subject to this agreement, in any and all sands or horizons, are unitized under the terms of this agreement and hereinafter are called "unitized substances".

4. UNIT AREA. The following described lands, all situate in the County of Chaves, State of New Mexico, are hereby designated and recognized as constituting the unit area:

New Mexico Principal Meridian, New Mexico

T. 10 S., R. 25 E., sec. 36, $S\frac{1}{2}SE\frac{1}{4}$.

T. 11 S., R. 25 E., sec. 1, all;
sec. 2, $E\frac{1}{2}SE\frac{1}{4}$;
sec. 11, $E\frac{1}{2}E\frac{1}{2}$;
sec. 12, all;
sec. 13, all;
sec. 14, $E\frac{1}{2}E\frac{1}{2}$;
sec. 23, $E\frac{1}{2}NE\frac{1}{4}$;
sec. 24, all;
sec. 25, $NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$.

T. 10 S., R. 26 E., sec. 31, lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
sec. 32, $S\frac{1}{2}$;
sec. 33, $S\frac{1}{2}$;
sec. 34, $S\frac{1}{2}S\frac{1}{2}$;
sec. 35, $SW\frac{1}{4}SW\frac{1}{4}$.

T. 11 S., R. 26 E., (fractional) sec. 1, lots 1, 2, 3, 4, $S\frac{1}{2}$;
sec. 2, lots 5, 6, 7, 8, $S\frac{1}{2}$;
sec. 3, lots 1, 2, 3, 4, $S\frac{1}{2}$;
sec. 4, lots 1, 2, 3, 4, 5, $SE\frac{1}{4}$;
sec. 9, lots 1, 2, 3, 4, $E\frac{1}{2}$;
sec. 10, all;
sec. 11, all;
sec. 12, all;
sec. 13, all;
sec. 14, all;
sec. 15, all;
sec. 16, lots 1, 2, 3, 4, $E\frac{1}{2}$;
sec. 21, lots 1, 2, 3, 4, $E\frac{1}{2}$;
sec. 22, all;
sec. 23, all;
sec. 24, all;
sec. 25, $N\frac{1}{2}$, $SW\frac{1}{4}$;

T. 11 S., R. 26 E., (continued)

sec. 26, all;
sec. 27, all;
sec. 28, lots 1, 2, 3, 4, E $\frac{1}{2}$;
sec. 33, lots 1, 2, NE $\frac{1}{4}$;
sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$;
sec. 35, E $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$.

T. 11 S., R. 27 E., sec. 6, lots 1, 2, 3, 4, 5, 6, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 7, lots 1, 2, 3, 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
sec. 18, lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$;
sec. 19, lots 1, 2, 3, 4.

The above described unit area shall be enlarged or contracted whenever such action is necessary or desirable to conform with the purposes of this agreement. Notice of any proposed enlargement or contraction shall be given by the Unit Operator to all parties affected thereby, at least thirty (30) days prior to submission to the Secretary, the Commissioner, and the Commission, with proof of service of such notice. Such enlargement or contraction shall be effective as of the date prescribed in the notice thereof upon approval by the Secretary, the Commissioner, and the Commission.

"Exhibit A" attached hereto is a map on which is outlined the herein-established unit area, together with the ownership of the land and leases in said area. "Exhibit B" attached hereto is a schedule showing the nature and extent of ownership of oil and gas rights in all land in the unit area to which this unit agreement will become applicable by signature hereto, or to a counterpart hereof, by the owners of such rights. It is hereby understood and agreed that all owners of rights set forth in said Schedule B are eligible to become parties to this agreement. Said exhibits shall be revised by the Unit Operator whenever any change in the unit area or ownership of rights renders such change necessary, and the revised exhibits shall be filed with the record of this agreement.

5. UNIT OPERATOR. RICHFIELD OIL CORPORATION, a Delaware corporation, is hereby designated as Unit Operator and by signature hereto agrees and consents to accept the duties and obligations of Unit Operator to conduct and manage the operation of said unitized lands for the discovery, development and production of unitized substances as hereinafter provided. Hereinafter whenever reference is made to the Unit Operator, such reference

is understood to mean the Unit Operator acting in that capacity and not as an owner of interests in unitized substances, and whenever reference is made to an owner of unitized substances such a reference shall be understood to include any interests in unitized substances owned by the Unit Operator.

The Unit Operator shall have the right to resign at any time provided that any well drilled hereunder is placed in a satisfactory condition for suspension, or is satisfactorily abandoned under the federal oil and gas operating regulations, if on federal land, and under the laws of the State of New Mexico and the rules and regulations of the Commission, if on state or patented land; but no Unit Operator shall be relieved from the duties and obligations of Unit Operator for a period of three (3) months after notice of intention to relinquish such duties and obligations has been served by him on all other parties hereto and the Secretary and the Commissioner, 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 date on which relinquishment by or removal of Unit Operator becomes effective. The parties hereto or a duly qualified new unit operator may purchase at its then depreciated market value all or any part of the equipment, material and appurtenances in or upon the land subject to this agreement, owned by the retiring unit operator, in its capacity as such operator, or make other arrangements satisfactory to the retiring unit operator for the use thereof, provided that no such equipment, material or appurtenances so selected for purchase shall be removed prior to the effective date of Unit Operator's retirement. Any equipment, material and appurtenances not so purchased or arranged for as to the use thereof within said time limit may be removed by the retiring Unit Operator at any time within six (6) months after his relinquishment or removal becomes effective, but if not so removed shall become the joint property of the owners of working interest rights in land then subject to this agreement. The termination of any rights as Unit Operator under this agreement shall not of itself

terminate any right, title or interest which the Unit Operator may then have in the unitized substances, but the Unit Operator shall have the right and option in connection with its resignation to reassign or retransfer to its several predecessors in interest all of its interest in the lands and leases severally acquired from them, together with its working interest in the unitized substances, and upon such delivery be discharged from any future liability as a working interest owner hereunder; said reassignments to be effective as to said transferee thereupon, subject, however, to the approval of the Secretary as to transfers of interest in lands of the United States, and subject, however, to the approval of the Commissioner as to interests in lands of the State of New Mexico.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall discontinue or relinquish his rights as Unit Operator or shall fail to fulfill his duties and obligations as Unit Operator under this agreement, the owners of the majority of the unitized working interests in the participating area on an acreage basis, or the owners of working interests according to their total acreage interest in the unit area until a participating area shall have been established, shall select a new Unit Operator; provided that if the majority of the working interest rights which are at any time qualified to vote in selecting a new Unit Operator are owned by one party to this agreement then a vote of at least two owners of working interests qualified to vote shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall agree and consent in writing to accept the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Secretary and the Commissioner. In the absence of the selection of an acceptable Unit Operator by the Working Interest Owners within six (6) months after notice by Unit Operator of intention to relinquish its rights as Unit Operator, this unit agreement shall automatically terminate. The Unit Operator shall be subject to removal by the Working Interest Owners in the same manner as herein provided for

the selection of a new Unit Operator.

7. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as herein-
after specified, 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, and disposing of the unitized sub-
stances are hereby vested in the Unit Operator and shall be exercised by
said Unit Operator as provided in this agreement. Acceptable evidence of
title to said rights shall be deposited with the Unit Operator and, to-
gether with this agreement, shall constitute and define said Unit Operator's
rights, privileges and obligations in the premises; provided that nothing
herein shall be construed to transfer title to any land, or to any operating
agreement or leases, it being understood that under and pursuant to this
agreement the Unit Operator shall exercise the rights of possession and use
vested in the parties hereto only and exclusively for the purposes herein
specified. Unit Operator shall pay all costs and expenses of development
and operation with respect to the unitized land and shall operate at the ex-
pense and for the benefit of all Working Interest Owners. Such costs shall
be charged to the account of the owner or owners of working interests and
Unit Operator shall be reimbursed therefor by such owners and shall account
to the Working Interest Owners for their respective shares of the revenue
and benefits derived from operations hereunder, all in the manner and to
the extent provided under private agreement between the Unit Operator and
the Working Interest Owners. No such private agreement shall be deemed
either to modify any of the terms and conditions of this unit agreement or
to relieve Unit Operator of any right or obligation established under this
unit agreement, and in case of any inconsistency or conflict between this
unit agreement and the private agreement this unit agreement shall prevail.
Two authenticated copies of any such private agreement executed pursuant to
this section shall be filed with the Oil and Gas Supervisor and if state
lands are involved two authenticated copies of such agreement shall be filed
with the Commissioner. No part of the costs and expenses of operations

shall be charged to the Royalty Owners.

The development and operation of land subject to this agreement under the terms hereof shall be deemed full performance by Unit Operator of all obligations for such 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.

It is understood that three shallow wells are now located within the unit area and are incapable of yielding sufficient production to justify establishment of a participating area therefor. Two of these wells are situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 15, and one in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ sec. 15, T. 11 S., R. 26 E., N. M. P. M. These three wells shall be operated independently and separately by the owner of the operating rights in such wells at the sole cost and expense and for the sole benefit of such owner as long as said wells are produced solely from formations above a depth of 1,500 feet below the surface. It is agreed that these wells shall not be deepened below a depth of 1,500 feet from the ground surface and no plan of development for these wells shall be required. Except as to the leases on which the three wells are situated, they shall not be considered as productive wells for any of the purposes or under any of the provisions of this agreement.

8. FURTHER EXPLORATORY DRILLING. Within six (6) months from the effective date of this agreement Unit Operator shall begin to drill an adequate test well at a location upon the unitized lands to be approved by the Supervisor, if such location is upon lands of the United States, and if upon state lands or patented lands, such location shall be approved by the Commission, and having commenced such operations shall continue such drilling diligently until said well shall have been drilled to a depth of not less than six thousand six hundred (6,600) feet, unless oil or gas which can be produced in paying quantities is encountered in said well at

a lesser depth, or unless, at a lesser depth, an igneous or metamorphic formation or some other condition or formation is encountered which would render further drilling inadvisable or impracticable. If said first well, drilled as aforesaid, fails to encounter the unitized substances, Unit Operator or his successor shall thereupon commence within six (6) months after the completion of the former well, and drill, one at a time, additional wells, allowing six (6) months between wells, until a productive well is completed to the satisfaction of the Supervisor and Commissioner, or until it is reasonably proved that the unitized land is incapable of producing the unitized substances in paying quantities; provided that the Secretary and Commissioner may grant extension of time for the commencement of any such well; and provided further that nothing herein contained shall preclude any Unit Operator from resigning at any time as provided in section 5 hereof. Upon failure to comply with the drilling provision of this section, the Secretary and the Commissioner may, after 60 days written notice to Unit Operator, declare this unit agreement terminated, unless the Unit Operator shall prior to the expiration of the 60-day period take appropriate steps to cure such default.

9. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within sixty (60) days from completion of a well capable of producing the unitized substances, as aforesaid, Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission an acceptable plan of development for the unitized lands, which plan or a subsequent modification thereof, when so approved, shall constitute the further drilling and operating obligations of Unit Operator. Said plan and its subsequent modifications shall provide for exploration of the unitized area and for the determination of the commercially productive limits thereof in each and every productive formation and to this end shall be as complete and adequate as the Supervisor, the Commissioner, and the Commission may determine to be necessary and advisable 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) specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Reasonable diligence shall be exercised by the Unit Operator in complying with the drilling and producing obligations of the approved plan of development and said plan shall be modified or supplemented in whole or in part from time to time as may be required to meet changed conditions or to protect the interests of all parties to this agreement, and the further obligations of the Unit Operator shall be conformed thereto; provided further that in no event shall the Unit Operator under any such plan, or otherwise, be under any obligation to drill any well to any formation that does not afford a fair possibility for encountering the unitized substances in paying quantities. Well drilling operations, including well completions, producing practices and well abandonments, shall be in accordance with the Plan of Development and Operation. All operations thereunder shall be subject to the approval of the Supervisor as to wells on federal land, and by the Commission for wells on state and private land.

During any period when it shall appear that an acceptable plan of development cannot be adopted because of the inability of the Supervisor, the Commissioner and the Commission to agree upon the terms thereof, the Unit Operator may, in accordance with the applicable regulations referred to in section 1 hereof, proceed with reasonable diligence to drill other wells to determine the limits of production and to develop the productive portion of the unitized lands, and may and shall operate all productive wells in conformity with good operating practices, and the conservation principles of this agreement.

10. PARTICIPATION AFTER DISCOVERY. Upon completion of a productive well as aforesaid, Unit Operator shall submit for the approval of the Secretary, the Commissioner and the Commission a schedule of land based on subdivisions of the public-land survey, including all subdivisions one-half or more of the acreage of which is then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule when

approved to constitute a participating area, effective as of the date of first production from such participating area. Said schedule shall set forth the percentage acreage interest of each owner of rights in the participating area thereby established. Such percentage acreage interest shall, except as otherwise provided in this agreement, govern the allocation of production from the participating area. With the approval of the Secretary, Commissioner and Commission, a separate participating area may be established for any separate deposit of unitized substances or for any group of such deposits. The participating area or areas so established shall be revised from time to time, in like manner and 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 or to exclude land then regarded as reasonably proved not to be productive in paying quantities, and a new schedule of percentage acreage interests conformable thereto shall thereupon be fixed. No land once included in a participating area shall be excluded from such participating area on account of depletion of the unitized substances therefrom. It is the intent of this section that a participating area shall at all times represent as nearly as possible the area known or reasonably estimated to be productive in paying quantities.

On the first day of the month following approval of a revised schedule of percentage acreage interests, as herein provided, the allocation of unitized substances and the costs of operations shall be accordingly apportioned and adjusted retroactively as of the date of the completion of the first well capable of producing unitized substances in paying quantities in the participating area; except that no retroactive adjustment shall take into consideration any benefits of operations paid and any costs of operations received by Unit Operator by reason of any lands which shall have been excluded from a participating area because such lands are regarded as reasonably proved not to have been capable of producing unitized substances in paying quantities. Likewise there shall be no retroactive

adjustment in royalty rates or in the values of unitized substances. If any lands shall be excluded from a participating area because such lands are regarded as reasonably proved not to have been capable of producing unitized substances in paying quantities, such lands shall not share thereafter in the costs or benefits of operations. The holder of the interests in such lands so excluded shall not be obligated to repay any benefits allocated to such lands theretofore received, nor shall such holder be entitled to recover any part of the costs allocated to such excluded lands and theretofore paid by him, except any excess of costs so paid over benefits so received.

Until a participating area or a revision thereof has been approved as herein provided, or in the absence of agreement at any time between the Unit Operator, the Secretary, the Commissioner and the Commission as to the proper boundaries, or as to a revision, of a participating area, the portion of all payments affected by such absence of agreement, except royalties due the United States and the State of New Mexico, may be impounded in a manner mutually acceptable to the Working Interest Owners.

Whenever it is determined, subject to the approval of the Oil and Gas Supervisor, the Commissioner, and the Commission, that a well drilled under this agreement obtains production insufficient to justify inclusion of the land on which it is situated in a participating area, the production of such well shall be allocated solely to the land on which the well is situated as long as that land is not part of a participating area established for the pool or deposit from which such production is obtained.

11. DEVELOPMENT OF LANDS OUTSIDE THE PARTICIPATING AREA. Any party hereto other than Unit Operator owning or controlling a majority of the working interest rights in any unitized tract included in the non-participating area having thereon a regular well location may drill a well at such location at his own expense, unless within ninety (90) days of receipt of notice from said party of his intention to drill the well Unit Operator elects and commences to drill such well in like manner as other wells are drilled by Unit Operator under this agreement.

If such well is not drilled by Unit Operator and results in production such that the land upon which it is situated may properly be included in a participating area, the party paying the cost of drilling such well shall be reimbursed one hundred twenty-five per cent (125%) of the average cost of drilling similar producing wells in the unitized area, and the well shall be operated pursuant to the terms of this agreement, all as though the well had been drilled by the Unit Operator.

If any well drilled by Unit Operator or by a Working Interest Owner, as provided in this section, obtains production insufficient to justify inclusion in a participating area of the land on which said well is situated, and Unit Operator elects to abandon any such well drilled by it, said Working Interest Owner, at his election, within thirty (30) days of determination of such insufficiency, shall be wholly responsible for and may operate and produce and abandon the well at his sole expense and for his sole benefit. If such well is drilled by Unit Operator, said Working Interest Owner shall pay the Unit Operator a fair salvage value price for the casing and other equipment left in the well and the cost of drilling such well shall be charged as a cost of operations hereunder.

Wells drilled at the sole expense of any Working Interest Owner other than Unit Operator or produced at the sole expense and for the sole benefit of such Working Interest Owner shall be subject to the drilling and producing requirements of this agreement the same as though drilled or produced by Unit Operator, and royalty in amount or value of production from any such well, as well as rental charges, if any, shall be paid by such Working Interest Owner as specified in the lease affected, unless otherwise authorized in writing by the lessor.

12. ALLOCATION OF PRODUCTION--ROYALTIES. Except as otherwise provided in this agreement, all unitized substances produced under this agreement, except any part thereof used for production and development purposes thereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of land comprising the

participating area and, for the purpose of determining any benefits that accrue on an acreage basis as a result of operations under this agreement, each such tract shall have allocated to it such percentage of said production as its area bears to the said participating area, except that if, as a result of a change in the boundaries of a participating area, any tract of land in the participating area, as revised, shall not have received its allocated share of the unitized substances due to it upon such apportionment and adjustment, and any other tract shall have received more than its allocated share of the unitized substances than are due to it upon such apportionment and adjustment, then all unitized substances accruing to the total acreage of the participating area after the date of such apportionment and adjustment shall be allocated to such tract or tracts as have not received their allocated share of the unitized substances due such tract or tracts upon such apportionment and adjustment, until the amount of unitized substances due any such tract or tracts as a result of said apportionment and adjustment has been fully satisfied. So long as all the unitized substances produced hereunder accruing to the total acreage of the participating area are being allocated to less than all of the tracts in the participating area, as above provided, the unitized substances shall be divided among such tracts on an acreage basis in the ratio that the acreage of any such tract bears to the total acreage of all such tracts. Provided further, that if production should fail or cease for any cause prior to the date any tract shall have received the proportionate share of the unitized substances to which it is entitled upon any such apportionment and adjustment, Unit Operator shall not be liable to make up any deficiency, the parties hereto agreeing that they will look only to the unitized substances produced hereunder for the purpose of satisfying any allocated unitized substances pursuant to this agreement. It is hereby agreed that production from any part of the participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said area.

Unit Operator shall not be required to pay royalties on unitized substances produced under this agreement and used by Unit Operator in its operations hereunder or unavoidably lost. Unitized substances produced from a participating area and used in conformity with good operating practice under an approved plan of operation for repressuring or cycling in such participating area shall not be allocated on an acreage basis as herein provided and shall be free from any royalty charge.

If Unit Operator introduces gas obtained from sources other than the unitized substances into any participating area hereunder for use in repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan first approved by the Supervisor, the Commissioner and the Commission, a like amount of gas with a proportionate deduction for plant fuel consumption and shrinkage may be drawn from the formation into which the gas was introduced, royalty free and free from allocation as provided for herein, 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 operation 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 the unit agreement.

Except as otherwise herein provided, royalties shall be paid or delivered as provided by existing leases or contracts, at the lease or contract rate upon the unitized substances allocated to the lease or tract. Settlement shall be made on or before the 20th day of each month for the unitized substances produced and allocated during the preceding calendar month. Such royalties shall be paid by Unit Operator who shall distribute the cost thereof to the appropriate parties conformably with their respective royalty obligations, but nothing herein shall operate to relieve the lessees, or any of them, of their obligation to pay rentals and royalties under the terms of their respective leases.

The right is hereby secured to the United States and the State of

New Mexico under existing or future laws and regulations to elect to take their respective royalty shares in kind or value.

13. GOVERNMENT ROYALTIES. Royalty due the United States on account of federal lands subject to this agreement within the unit area shall be computed as provided in the operating regulations and shall be paid as to all unitized substances produced from a participating area on the basis of the amounts thereof allocated to such land, as provided herein, at the rates specified in the respective federal leases; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production for any participating area shall be determined as of the month the unitized substances are allocated in accordance with the operating regulations as though all the unitized lands within the same participating area were a single consolidated lease. During the period of the National Emergency proclaimed by the President on May 27, 1941, Proclamation No. 2487 (55 Stat. 1647), upon a determination by the Secretary of the Interior that a new oil or gas field or deposit has been discovered by virtue of a well or wells drilled under this agreement, the royalty on production from such new field or deposit allocated to Federal land subject to this agreement at the time of such discovery shall, during the 10-year period following the date of such discovery, be paid in value or delivered in kind at a flat rate of 12-1/2 per centum unless a lower rate is prescribed in the lease.

14. RENTALS. Unit Operator, from and after the effective date of this agreement, on behalf of the respective Working Interest Owners, shall pay all rentals of whatsoever kind thereafter accruing to the United States, the State of New Mexico and/or landowners on account of unitized land, and all such rentals paid by Unit Operator shall be charged to the accounts of the appropriate Working Interest Owners in conformity with their respective rental obligations; provided that nothing herein contained shall operate to relieve the lessees and/or Working Interest Owners, or any of them, of their obligation to pay rentals under the terms of their respec-

tive leases or other agreements, and all such sums so advanced by Unit Operator shall be repaid to Unit Operator as provided in the private agreement hereinabove referred to between Working Interest Owners. Rental for land of the United States subject to this agreement at the rate specified in the respective leases from the United States shall be paid, suspended, or reduced as may be determined by the Secretary pursuant to applicable law and regulations. The Unit Operator may apply the government's allocated royalty share of the unitized substances allocated to any federal lease during any year to repayment for government rentals advanced thereunder for that year to the same extent as otherwise allowed in the case of a nonunitized government lease.

15. CONSERVATION. Operations and production of unitized substances shall be conducted so as to provide for the most economical and efficient recovery of unitized substances to the end that maximum ultimate yield may be obtained without waste. Production of unitized substances shall at all times be without waste as defined by or pursuant to state or federal law.

16. DRAINAGE. 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, with the approval of the Secretary as to federal interests and of the Commissioner as to state interests, and at the election of the Unit Operator as to private interests, pay the royalty owners a fair and reasonable compensatory royalty, as determined by the Supervisor as to federal interests, and the Commissioner as to state interests subject to this agreement, and by agreement between the Unit Operator and royalty owners, as to private interests.

17. LEASES AND CONTRACTS CONFORMED TO AGREEMENT. The parties hereto holding interests in leases embracing unitized land of the United States or of the State of New Mexico consent that the Secretary and Commissioner, respectively, may, and said Secretary and Commissioner, by their approval of this agreement, do hereby establish, alter, change or revoke

the drilling, producing, and royalty requirements of such leases and the regulations in respect thereto, to conform said requirements to the provisions of this agreement, but otherwise the terms and conditions of said leases shall remain in full force and effect.

Owners and lessors of privately owned lands or of interests therein, including royalty interests, and including their heirs, executors, administrators, successors and assigns, by subscribing, ratifying or consenting to this agreement, in person or by attorney-in-fact, do hereby severally agree that the respective leases covering their several lands or interests therein, may be and remain in force and effect for the respective primary terms therein stated, and so long thereafter as oil or gas may be produced therefrom in quantities sufficient to justify the cost of production; and also in the event that any of the land embraced in any such lease is during the primary term of such lease included within a participating area duly selected and approved under this unit plan of development, so that such owner becomes entitled to a share in the proceeds of production from the participating area, payable at the respective lease rates on the production allocated on an acreage basis to the portion of the lease within the participating area as herein provided, then each such lease is hereby extended, without further delay rental obligation, as to the land embraced therein which is so included in such participating area, for the full term of this unit agreement as herein stated.

The Secretary, Commissioner and, except as otherwise provided in the preceding paragraph of this section, all parties hereto further determine, agree and consent that during the effective life of this agreement, drilling and producing operations performed by the Unit Operator upon any unitized land will be accepted and deemed to be operations under and for the benefit of all unitized leases subject hereto; that no such lease shall be deemed to expire by reason of failure to produce wells situated on land therein embraced; that if a discovery of a valuable deposit of unitized substances is made anywhere on the unitized land, each such lease in effect

on or after the date of such discovery shall be deemed to continue in force and effect as to land in the unit area, as long as unitized substances are produced anywhere on unitized land in paying quantity; that prior to such discovery of unitized substances anywhere on unitized land, the expiration date of each unitized lease shall be the date prescribed in such lease, subject to such preferential right to a new lease as may be authorized by law; and the suspension of all operations and production on the unitized land pursuant to direction or consent of said Secretary and Commissioner shall be deemed to constitute such suspension pursuant to such direction or consent with respect to each such lease, and that no lease shall expire on account of such suspension, as to land in the unit area. Suspension or continuation of independent operations or production of wells by other than Unit Operator under the provisions of this agreement shall be governed by the terms of the lease for the land on which such wells are situated and shall have no relation to suspension or continuation of operations by the Unit Operator or the effect thereof under the terms of this agreement.

The parties hereto holding interests in leases subject to this agreement embracing lands other than those of the United States or of the State of New Mexico or holding interests in any other agreements that involve oil and gas rights in lands in the unit area, consent and agree, to the extent of their respective interests, that all such leases and agreements shall conform to the provisions of this agreement,

18. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land and running with the interests of the parties hereto to the extent of such interests until this agreement terminates, and any grant, transfer or lease 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, lessee, or other successor in interest, and as to federal land, shall be subject to approval by the Secretary, and as to lands of the State of New Mexico, shall be subject to the approval of the Commissioner. No transfer of any interest

in and to any of the unitized lands or affecting the production therefrom shall be binding upon the Unit Operator until the first day of the next calendar month after the Unit Operator has been furnished with an original, photostatic or certified copy of the instrument of transfer.

19. EFFECTIVE DATE AND TERM. This agreement shall become effective on the first day of the calendar month next following approval by the Secretary and the Commissioner, provided however that nothing herein shall be construed to waive or limit the right of the Commission to approve this agreement pursuant to applicable state law. Except as otherwise provided by the second paragraph of section 17 hereof, this agreement shall terminate on July 1, 1951, unless (1) such date of expiration is extended by the Secretary and the Commissioner; or (2) a discovery of unitized substances in paying quantities has been made on the unitized lands, in which case this agreement shall remain in effect as long as unitized substances can be produced from the unitized lands in paying quantities; or (3) it is reasonably determined prior to the expiration of the fixed term hereof or any extension thereof that the unitized lands are incapable of production of unitized substances in paying quantities, and with approval of the Secretary and the Commissioner, notice of termination is given by Unit Operator to all parties in interest by letter addressed to them at their last known places of address; or (4) it is terminated as provided in section 6 hereof. This agreement may be terminated at any time with the consent of the owners of not less than seventy-five per cent (75%), on an acreage basis, of the Working Interest Owners signatory hereto with the approval of the Secretary and the Commissioner.

20. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof, shall be in conformity with allocations, allotments and quotas made or fixed by the Commission under any state statute; provided however that the Secretary is vested with authority pursuant to the amendatory acts of Congress of March 4, 1931, and August 21, 1935, supra, to alter or modify from time to time in his discretion the rate of prospecting

and development, and, within the limits made or fixed by the Commission, to modify the quantity and rate of production under this agreement, 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; provided further that no such alteration or modification shall be effective as to any lands 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.

21. FORCE MAJEURE. Failure or delay in the performance of the terms, conditions, and covenants hereof shall not cause this contract to expire, terminate, or be forfeited in whole or in part, nor subject the Unit Operator or other party otherwise liable therefor to liability in damages, to the extent and so long as such prompt performance is hindered, delayed or prevented by any federal or state law, executive order, rule or regulation, or to the extent and so long as such performance is hindered, delayed or prevented by an act of God, of the public enemy, governmental interference or restraint, inability to obtain material or equipment, labor disputes, failure of transportation, or other cause, whether similar or dissimilar, beyond the control of the party in interest.

22. 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 for delay or failure in whole or in part to comply therewith to the extent that said Unit Operator, Working Interest Owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of Unit Operator to obtain the joint consent of the representatives of the United States and the representatives of the State of New Mexico in and about any matter or thing concerning

which it is required herein that such joint consent be obtained. The parties hereto and consenting hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provision of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and are subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

23. NON-DISCRIMINATION. The Unit Operator expressly agrees that in any and all operations conducted hereunder it shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all subcontracts.

24. SUBSEQUENT JOINDER. Any person owning oil and gas rights in the unit area who does not commit such rights hereto prior to the effective date hereof, may thereafter commit such rights hereto by subscribing to a counterpart of this agreement, or by a separate ratification or consent hereto, and if such parties are Working Interest Owners they shall also subscribe the operating contract and comply with all terms and conditions therein set forth. Such subsequent joinder shall be effective on the first of the month following the filing of five counterparts thereof with the Supervisor. A counterpart thereof shall also be filed with the Commissioner and with the Commission.

25. FAILURE OR DEFECT IN TITLE. This agreement shall not be affected by any failure or defect in the title of any Working Interest Owner or Royalty Owner to land or leases or operating agreements in the unit area, but if at any time title to any of said land, leases, or operating agreements shall be disputed or clouded by court action or otherwise so as to jeopardize the right of Unit Operator to operate such lands in the manner and for the purposes herein set forth, the Unit Operator, during the period of such jeopardy, may impound the unitized substances produced therefrom, or the proceeds of the sale thereof except royalties due the United States or the

State of New Mexico until the right to operate said lands shall be satisfactorily cleared. If a party hereto shall lose title, in whole or in part, to land or leases or operating agreements made subject to this agreement by such party, such party's participation hereunder as to the lands or leases or operating agreements as to which such title shall be lost, shall be cancelled to the extent of such failure of title, and on such cancellation such party shall refund and repay to Unit Operator all profits, monies, credits and the value of unitized substances received in kind under this agreement, and shall be entitled to a refund of any costs and expenses theretofore paid by such party by reason of the land, leases or operating agreements to which title has been lost. Unit Operator shall be under no obligation to defend title to lands or leases, operating agreements or other contracts covering lands subject to this agreement belonging to any party subscribing or consenting hereto, but may do so at its election.

26. NOTICES. All notices to all parties subscribing or consenting hereto herein provided for shall be deemed to have been given when deposited in the United States mail as registered mail, with postage thereon fully prepaid, addressed to such parties, and if their addresses are set forth under their respective signatures hereto, then at such addresses, or when filed as a telegram with the Western Union Telegraph Company or any successor in interest of said telegraph company, addressed as above provided, with all charges thereon fully prepaid. Any such party by notice in writing to Unit Operator shall be privileged to change its address.

27. HEIRS AND ASSIGNS. This agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

28. COUNTERPARTS. This agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document, and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties, owning or claiming an interest in the lands affected here by.

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

DESCRIPTION OF LANDS

New Mexico Principal Meridian

T. 10 S., R. 25 E.,

Sec. 36, S $\frac{1}{2}$ SE $\frac{1}{4}$,

T. 10 S., R. 26 E.,

Sec. 31, Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$,

Sec. 32, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$,

Sec. 33, S $\frac{1}{2}$.

T. 11 S., R. 25 E.,

Sec. 1, Lots 1, 2, 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,

E $\frac{1}{2}$ SE $\frac{1}{4}$,

Sec. 12, E $\frac{1}{2}$ NE $\frac{1}{4}$,

Sec. 14, SE $\frac{1}{4}$ NE $\frac{1}{4}$,

Sec. 24, SW $\frac{1}{4}$,

Sec. 25, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$,

Sec. 13, SE $\frac{1}{4}$,

Sec. 14, NE $\frac{1}{4}$ NE $\frac{1}{4}$,

Sec. 24, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$,) as to an un-

SE $\frac{1}{4}$,) divided 88.4%

Sec. 25, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$,) interest there-

T. 11 S., R. 26 E.,

Sec. 1, Lots 1, 2, 3, 4, S $\frac{1}{2}$,

Sec. 2, Lots 5, 6, NW $\frac{1}{4}$ SW $\frac{1}{4}$,

Sec. 3, Lots 1, 2, 3, 4, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$,

Sec. 4, Lots 2, 3, 4, 5, SE $\frac{1}{4}$,

Sec. 9, Lots 1, 2, 3, 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$,

Sec. 10, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$,

Sec. 11, All,

Sec. 12, All,

Sec. 13, All,

Sec. 14, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$,

Sec. 15, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$,

Sec. 16, Lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$,

NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$,

Sec. 21, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$,

Sec. 22, All,

Sec. 23, All,

Sec. 24, All,

Sec. 26, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$,

Sec. 27, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$,

Sec. 28, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$,

Sec. 34, NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$,

Sec. 35, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$,

RICHFIELD OIL CORPORATION

By

[Signature]
Vice President

By

[Signature]
Secretary

UNIT OPERATOR AND

WORKING INTEREST OWNER

Address: 555 South Flower Street,
Los Angeles 13, California.

Executed this 19th day of

September, 1946.

DESCRIPTION OF LANDS (CONTINUED)

T. 11 S., R. 26 E. (continued)

Sec. 21, W $\frac{1}{2}$ SE $\frac{1}{4}$,) as to an undi-
Sec. 28, Lots 1, 2, 3, 4,) vided 88.4%
W $\frac{1}{2}$ NE $\frac{1}{4}$,) interest there-
in.
Sec. 21, Lots 1, 2, 3, 4,) as to an undi-
vided 94.6%
interest there-
in.

Witnesses to signature of
RICHFIELD OIL CORPORATION

Witness:

Thomas F. Kio
L. Starkweather

T. 11 S., R. 27 E.,

Sec. 6, Lot 1, SE $\frac{1}{4}$,
Sec. 7, Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$,
Sec. 19, Lots 1, 2, 3, 4.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally

appeared FRANK A. MORGAN, to me personally known, who,
being by me duly sworn did say that he is the vice President of the
RICHFIELD OIL CORPORATION, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation and that said instru-
ment was signed and sealed in behalf of said corporation by authority of
its Board of Directors, and said FRANK A. MORGAN 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 on this the day and year first above written.

Ph. Harbaugh
Notary Public

My commission expires: My Commission Expires May 5, 1947

Other Working Interest Owners

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062044 are also set forth opposite the signature of Richfield Oil Corporation

T. 10 S., R. 26 E., N.M.P.M.,

Sec. 31, Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$,
SE $\frac{1}{4}$
Sec. 33, S $\frac{1}{2}$

T. 11 S., R. 26 E.,

Sec. 3, N $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 10, S $\frac{1}{2}$ NE $\frac{1}{4}$
Sec. 11, NW $\frac{1}{4}$
Sec. 24, All

Bess V. Ballard
Bess V. Ballard

Bert Ballard
Bert Ballard, her husband

By Frank A. Morgan MR
Vice President of Richfield Oil Corporation as their Attorney-in-fact

Address: 910 South Main Street
Roswell, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Rice
L. Starkweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN, Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Bess V. Ballard and Bert Ballard, her husband, and acknowledged that he executed the same as the free act and deed of said Bess V. Ballard and Bert Ballard.

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

R. H. Harbaugh
Notary Public

My commission expires: May 15, 1947

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 061461 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 25 E., N.M.P.M.,

Sec. 1, Lots 1, 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

T. 11 S., R. 26 E.

Sec. 3, Lots 1, 2, 3 and 4
Sec. 4, Lots 2, 3, 4 and 5,
SE $\frac{1}{4}$

Sec. 9, Lots 1 and 2

and as to Serial Number Las Cruces 063540

T. 11 S., R. 26 E.

Sec. 11, E $\frac{1}{2}$, SW $\frac{1}{4}$

S. W. Lodewick
S. W. Lodewick

Laura Lodewick
Laura Lodewick, his wife

By Frank A. Morgan
Vice President of Richfield Oil Corporation as their Attorney-in-fact

772

Address: 305 North Missouri Avenue
Roswell, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Lira
L. Starkweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of S. W. Lodewick and Laura Lodewick, his wife, and acknowledged that he executed the same as the free act and deed of said S. W. Lodewick and Laura Lodewick.

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

R. K. Kurbash
Notary Public

My commission expires: May 1, 1947

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062045 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 25 E., N.H.P.M.,

Sec. 12, E $\frac{1}{2}$ NE $\frac{1}{4}$

Bert Ballard
Bert Ballard

Bess V. Ballard
Bess V. Ballard, his wife

By Frank Morgan
Vice President of Richfield Oil Corporation as their Attorney-in-fact

Address: 910 South Main Street
Roswell, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses:

Thomas F. Rice
L. Starkweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Bert Ballard and Bess V. Ballard, his wife, and acknowledged that he executed the same as the free act and deed of said Bert Ballard and Bess V. Ballard.

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

R. K. Harbaugh
Notary Public

My commission expires: May 1, 1947

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 061517 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 1, Lots 1, 2, 3 and 4

Virginia Shaw
Virginia Shaw

Jack Shaw
Jack Shaw, her husband

By Frank A. Morgan
Vice President of Richfield Oil Corporation as their Attorney-in-fact me

Address: 1105 West Main
Artesia, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Rio
L. Stackweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN, Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Virginia Shaw and Jack Shaw, her husband, and acknowledged that he executed the same as the free act and deed of said Virginia Shaw and Jack Shaw.

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

Ch. Harbaugh
Notary Public

My commission expires: My Comm.

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062042 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 26 E., N.M.P.M.

Sec. 1, S $\frac{1}{2}$
Sec. 9, NW $\frac{1}{4}$ NE $\frac{1}{4}$
Sec. 10, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 12, All
Sec. 13, All
Sec. 15, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

Cora Lodewick

Cora Lodewick, a widow

By

Franka Morgan
Vice President of Richfield Oil Corporation as her Attorney-in-fact

Address: 305 North Missouri Avenue
Roswell, New Mexico

Executed this 19th day of

September, 1946.

Witnesses:

Thomas J. Rice

R. Starkweather

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)
) SS.
)

On this 19th day of September, 1946, before me personally appeared FRANKA MORGAN Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Cora Lodewick, a widow, and acknowledged that he executed the same as the free act and deed of said Cora Lodewick.

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

R. A. Hubbard
Notary Public

My commission expires: _____

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062043 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 26 E., N.M.P.M.

Sec. 3, SW $\frac{1}{4}$
Sec. 10, NW $\frac{1}{4}$
Sec. 11, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$
Sec. 22, All
Sec. 23, All

and as to Serial Number Las Cruces 064651

T. 11 S., R. 26 E.

Sec. 9, Lots 3 and 4

Laura Lodewick
Laura Lodewick

S. W. Lodewick
S. W. Lodewick, her husband

By Frank A. Morgan
Vice President of Richfield Oil Corporation as their Attorney-in-fact

Address: 305 North Missouri Avenue
Roswell, New Mexico

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Rice
L. Starkweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Laura Lodewick and S. W. Lodewick, her husband, and acknowledged that he executed the same as the free act and deed of said Laura Lodewick and S. W. Lodewick.

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

R. H. Kardaugh
Notary Public

My commission expires: March 1, 1947

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 063855 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 26 E., N.M.P.M.

Sec. 26, $W\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$
Sec. 27, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$,
 $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Sec. 34, $NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$
Sec. 35, $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$

James Q. Marshall
James Q. Marshall
Virginia C. Marshall
Virginia C. Marshall, his wife

By Frank A. Morgan 772
Vice President of Richfield Oil Corporation as their Attorney-in-Fact

Address: P. O. Box 206,
Roswell, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Fies
L. Starkweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN, Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of James Q. Marshall and Virginia C. Marshall, his wife, and acknowledged that he executed the same as the free act and deed of said James Q. Marshall and Virginia C. Marshall.

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

Rd. Harbaugh
Notary Public

My commission expires: My Commission Expires 3, 1947

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062020 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 27 E., N.M.P.M.

Sec. 7, Lots 1, 2, 3, 4, E¹/₂W¹/₂

Lillian Coll
Lillian Coll

M. W. Coll
M. W. Coll, her husband

By Frank A. Morgan
Vice President of Richfield Oil Corporation as their Attorney-in-fact

Address: 200 South Penn Avenue
Roswell, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Fies
L. Stackerweather

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN, Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Lillian Coll and M. W. Coll, her husband, and acknowledged that he executed the same as the free act and deed of said Lillian Coll and M. W. Coll.

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

R. A. Harbaugh
Notary Public

My commission expires: My Commission Expires May 5, 1947

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 061266 are also set forth opposite the signature of Richfield Oil Corporation

T. 11 S., R. 27 E., N.M.P.M.

Sec. 19, Lots 1, 2, 3 and 4

Marion Roney
Marion Roney, also known as Marian Roney, a single woman

By Frank A. Morgan
Vice President of Richfield Oil Corporation as her Attorney-in-fact

Address: 809 N. Penn Avenue
Roswell, New Mexico.

Executed this 19th day of
September, 1946.

Witnesses: Thomas J. Fico
L. H. Harkness

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 19th day of September, 1946, before me personally appeared FRANK A. MORGAN, Vice President of Richfield Oil Corporation, to me known to be the person who executed the foregoing instrument in behalf of Marion Roney, also known as Marian Roney, a single woman, and acknowledged that he executed the same as the free act and deed of said Marion Roney.

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

R. A. Harkness
Notary Public

My commission expires: _____
My Commission Expires Mar 3, 1947

OTHER WORKING INTEREST OWNERS

DESCRIPTION OF LANDS

New Mexico Principal Meridian

T. 10 S., R. 26 E.,

Sec. 32, $W\frac{1}{2}SE\frac{1}{4}$.

T. 11 S., R. 25 E.,

Sec. 11, $SE\frac{1}{4}NE\frac{1}{4}$

Sec. 12, $S\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$

T. 11 S., R. 26 E.,

Sec. 2, Lots 7 and 8, $NW\frac{1}{4}SE\frac{1}{4}$,
 $SE\frac{1}{4}SE\frac{1}{4}$

Sec. 9, $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$

Sec. 10, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

Sec. 15, $N\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$

Sec. 25, $W\frac{1}{2}$

Sec. 26, $E\frac{1}{2}$

T. 11 S., R. 27 E.,

Sec. 6, Lots 3, 4, 5, 6, $E\frac{1}{2}SW\frac{1}{4}$

Sec. 7, $NE\frac{1}{4}$

Sec. 18, Lots 2, 3, $SE\frac{1}{4}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

DE KALB AGRICULTURAL ASSOCIATION, INC.

By

President

By

Secretary

Address: De Kalb, Illinois

Executed this 17th day of

September, 1946.

Witnesses:

R. O. Nelson
Evelyn Koshi

STATE OF

Illinois

SS.

COUNTY OF

De Kalb

On this 12 day of Sept, 1946, before me personally appeared

A. S. Hyde

, to me personally known, who, being by me duly

sworn did say that he is the _____ President of DE KALB AGRICULTURAL ASSOCIATION, INC., and that the seal affixed to the foregoing 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 A. S. Hyde 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 on this the day and year first above written.

Dorothy J. Farrell
Notary Public

My commission expires:

July 17, 1948

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 063854 are also set forth opposite the signature of De Kalb Agricultural Association, Inc.

T. 11 S., R. 25 E., N.M.P.M.

Sec. 11, SE $\frac{1}{4}$ NE $\frac{1}{4}$

Margaret W. Childress
Margaret W. Childress

Floyd Childress
Floyd Childress, her husband

By W. J. Hyde
President of De Kalb Agricultural Association, Inc. as their Attorney-in-fact

Address: c/o The First National Bank
Roswell, New Mexico.

Executed this 17th day of

September, 1946.

Witnesses:

P. C. Nelson

STATE OF Illinois }
COUNTY OF De Kalb } SS.

On this 17 day of Sept, 1946, before me personally appeared W. J. Hyde, President of De Kalb Agricultural Association, Inc., to me known to be the person who executed the foregoing instrument in behalf of Margaret W. Childress and Floyd Childress, her husband, and acknowledged that he executed the same as the free act and deed of said Margaret W. Childress and Floyd Childress.

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

David L. Farrell
Notary Public

My commission expires:

July 17, 1948

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 064119 are also set forth opposite the signature of De Kalb Agricultural Association, Inc.

T. 11 S., R. 25 E., N.M.P.M.

Sec. 12, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Ola Wimberly
Ola Wimberly

By C. S. Hyde
President of De Kalb Agricultural Association, Inc. as her Attorney-in-fact

Address: Box 88
Las Cruces, New Mex.

Executed this 17th day of September, 1946.

Witnesses: R. C. Nelson

STATE OF Illinois }
COUNTY OF De Kalb } SS.

On this 17 day of Sept, 1946, before me personally appeared C. S. Hyde, President of De Kalb Agricultural Association, Inc., to me known to be the person who executed the foregoing instrument in behalf of Ola Wimberly, and acknowledged that he executed the same as the free act and deed of said Ola Wimberly.

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

Dorothy Farrell
Notary Public

My commission expires: July 19, 1948

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 026468 are also set forth opposite the signature of De Kalb Agricultural Association, Inc.

T. 11 S., R. 26 E., N.M.P.M.

Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 10, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 15, N $\frac{1}{2}$ NE $\frac{1}{4}$

S. W. Lodewick
S. W. Lodewick

Laura Lodewick
Laura Lodewick, his wife

S. P. Johnson, Jr.
S. P. Johnson, Jr.

Geraldine Johnson
Geraldine Johnson, his wife

By C. J. Hyde
President of De Kalb Agricultural Association, Inc. as their Attorney-in-fact

Address: J. P. White Bldg.
Roswell, New Mex.

Executed this 12th day of
September, 1946.

Witnesses: P. C. McLean

STATE OF Illinois)
COUNTY OF De Kalb) SS.

On this 12 day of Sept., 1946, before me personally appeared C. J. Hyde, President of De Kalb Agricultural Association, Inc., to me known to be the person who executed the foregoing instrument in behalf of S. W. Lodewick and Laura Lodewick, his wife, and S. P. Johnson, Jr., and Geraldine Johnson, his wife, and acknowledged that he executed the same as the free act and deed of said S. W. Lodewick and Laura Lodewick and S. P. Johnson, Jr., and Geraldine Johnson.

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

My commission expires: July 19, 1948

Dorothy Tamm
Notary Public

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 029232 are also set forth opposite the signature of De Kalb Agricultural Association, Inc.

T. 11 S., R. 26 E., N.M.P.M.

Sec. 15, W $\frac{1}{2}$

and as to Serial Number Las Cruces 062043

T. 11 S., R. 26 E.

Sec. 26, E $\frac{1}{2}$

S. W. Lodewick
S. W. Lodewick

Laura Lodewick
Laura Lodewick, his wife

By C. J. M. M.
President of De Kalb Agricultural Association, Inc. as their Attorney-in-fact

Address: 305 North Missouri Avenue
Roswell, New Mexico

Executed this 12th day of
September, 1946.

Witnesses: P. C. Nelson

STATE OF Illinois)
COUNTY OF De Kalb) SS.

On this 12 day of Sept, 1946, before me personally appeared A. J. M. M., President of De Kalb Agricultural Association, Inc., to me known to be the person who executed the foregoing instrument in behalf of S. W. Lodewick and Laura Lodewick, his wife, and acknowledged that he executed the same as the free act and deed of said S. W. Lodewick and Laura Lodewick.

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

Dorothy J. Farrell
Notary Public

My commission expires: July 19, 1948

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062042 are also set forth opposite the signature of De Kalb Agricultural Association, Inc.

T. 11 S., R. 26 E., N.M.P.M.

Sec. 25, W $\frac{1}{2}$

Cora Lodewick
Cora Lodewick, a widow

By W. S. Hyde
President of De Kalb Agricultural Association, Inc. as her Attorney-in-fact

Address: 305 North Missouri Avenue
Roswell, New Mexico.

Executed this 17th day of

September, 1946.

Witnesses: R. C. Nelson

STATE OF Illinois)
COUNTY OF De Kalb) SS.

On this 17 day of Sept, 1946, before me personally appeared W. S. Hyde President of De Kalb Agricultural Association, Inc., to me known to be the person who executed the foregoing instrument in behalf of Cora Lodewick, a widow, and acknowledged that he executed the same as the free act and deed of said Cora Lodewick.

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

Dorothy Farrell
Notary Public

My commission expires: July 19, 1948

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062020 are also set forth opposite the signature of De Kalb Agricultural Association, Inc.

T. 11 S., R. 27 E., N.M.P.M.

Sec. 7, NE $\frac{1}{4}$

Sec. 18, Lots 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
NE $\frac{1}{4}$ SW $\frac{1}{4}$

Lillian Coll
Lillian Coll

M. W. Coll
M. W. Coll, her husband

By

J. S. Hyde
President of De Kalb Agricultural Association, Inc. as their Attorney-in-fact

Address: 200 South Penn Avenue
Roswell, New Mexico.

Executed this 12th day of

September, 1946.

Witnesses:

P. C. Nelson

STATE OF Illinois }
COUNTY OF De Kalb } SS.

On this 12 day of Sept, 1946, before me personally appeared J. S. Hyde, President of De Kalb Agricultural Association, Inc. to me known to be the person who executed the foregoing instrument in behalf of Lillian Coll and M. W. Coll, her husband, and acknowledged that he executed the same as the free act and deed of said Lillian Coll and M. W. Coll.

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

Dorothy Farnell
Notary Public

My commission expires: July 19, 1948

Las Cruces 063687

T. 10 S., R. 26 E., N. M. P. M.

Sec. 34, SE¹/₄SE¹/₄

~~Sec. 35, SE¹/₄SE¹/₄~~

OK. CEN

40
containing 88 acres, more or less.

Las Cruces 062020

T. 11 S., R. 27 E., N. M. P. M.

Sec. 18, Lots 1, 4, NE¹/₄NW¹/₄
SE¹/₄SW¹/₄

containing 149.30 acres, more or less.

Lillian T. Hinkle
Lillian T. Hinkle.

Clarence E. Hinkle
Clarence E. Hinkle, her husband

Address: Box 614,
Roswell, New Mexico.

Executed: this 8th day of
August, 1946.

Witnesses:

Mabel Brown

Henry Hays

STATE OF NEW MEXICO }
COUNTY OF CHAVES } SS.

On this 8th day of August, 1946, before me personally appeared Lillian T. Hinkle and husband Clarence E. Hinkle 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 written.

Lain P. Pugh
Notary Public

My commission expires: October 3, 1949

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062020 are also set forth opposite the signature of Clarence E. Hinkle

T. 11 S., R. 27 E., N.M.P.M.

Sec. 18, Lots 1, 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$

Lillian Coll
Lillian Coll

M. W. Coll
M. W. Coll, her husband

By Clarence E. Hinkle
Clarence E. Hinkle, as their Attorney-in-fact

Address: 200 South Penn Avenue
Roswell, New Mexico.

Executed this 2nd day of

August, 1946.

Witnesses: Henry S. Raw

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS.

On this 2nd day of August, 1946, before me personally appeared CLARENCE E. HINKLE, to me known to be the person who executed the foregoing instrument in behalf of Lillian Coll and M. W. Coll, her husband, and acknowledged that he executed the same as the free act and deed of said Lillian Coll and M. W. Coll.

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

[Signature]
Notary Public

My commission expires: October 3, 1949

Las Cruces 063540

T. 11 S., R. 26 E., N. M. P. M.

Sec. 14, N¹/₂W¹/₂

containing 160 acres, more or less.

S. W. Lodewick
S. W. Lodewick

Laura Lodewick
Laura Lodewick, his wife

Address: 305 North Missouri Ave.,
Roswell, New Mexico.

Executed this 1st day of

August, 1946.

Witnesses:

Henry Shaw
Mabel Brown

STATE OF New Mexico
COUNTY OF Dona Ana

SS.

On this 1st day of August, 1946, before me personally appeared S. W. Lodewick and wife, Laura Lodewick 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 written,

Luis Brown
Notary Public

My commission expires: October 3, 1949

Las Cruces 062042

T. 11 S., R. 26 E., N. M. P. M.

Sec. 25, NE $\frac{1}{4}$

containing 160 acres, more or less.

H. P. Saunders, Jr.
H. P. Saunders, Jr.

Jimmie Saunders
Jimmie Saunders, his wife

Address: Roswell, New Mexico

Executed this 14th day of

August, 1946.

Witnesses:

Henry Shaw

W. K. Klossner

STATE OF NEW MEXICO

COUNTY OF CHAVES

SS.

On this 14th day of August, 1946, before me personally appeared H. P. Saunders/and wife, Jimmie Saunders

to me known to be the person 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 written.

Notary Public

My commission expires: October 3, 1949

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062042 are also set forth opposite the signature of H. P. Saunders

T. 11 S., R. 26 E., N.M.P.M.

Sec. 25, NE $\frac{1}{4}$

Cora Lodewick

Cora Lodewick, a widow

By

H. P. Saunders, Jr.

H. P. Saunders, as her Attorney-in-fact Jr.

Address: 305 North Missouri Avenue
Roswell, New Mexico.

Executed this 14th day of

August, 1946.

Witnesses:

Harry Shaw

STATE OF NEW MEXICO

COUNTY OF CHAVES

SS.

On this 14th day of August, 1946, before me personally appeared H. P. SAUNDERS, to me known to be the person who executed the foregoing instrument in behalf of Cora Lodewick, a widow, and acknowledged that he executed the same as the free act and deed of said Cora Lodewick.

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

[Signature]
Notary Public

My commission expires: October 3, 1949

Las Cruces 062043

T. 11 S., R. 26 E., N. M. P. M.

Sec. 26, E¹/₂NW¹/₄

containing 80 acres, more or less.

W. C. Lawrence, a bachelor
W. C. Lawrence and a single man

Box 413

Address: Roswell

N. M.

Executed this 1st day of

August, 1946.

Witnesses:

Henry Shaw

Miss Brown

STATE OF NEW MEXICO } SS.
COUNTY OF CHAVES

On this 1st day of August, 1946, before me personally
appeared W. C. Lawrence, a bachelor and a single man
to me known to be the person described in and who executed the fore-
going 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 written.

[Signature]
Notary Public

My commission expires: October 3, 1949

DESCRIPTION OF LANDS

The following lands under Serial Number Las Cruces 062043 are also set forth opposite the signature of W. C. Lawrence

T. 11 S., R. 26 E., N.M.P.M.

Sec. 26, E $\frac{1}{2}$ NW $\frac{1}{4}$

Laura Lodewick
Laura Lodewick

S. W. Lodewick
S. W. Lodewick, ~~and~~

By W. C. Lawrence
W. C. Lawrence, as their Attorney-in-fact

Address: 305 North Missouri Avenue
Roswell, New Mexico.

Executed this 19th day of
August, 1946.

Witnesses: Mable Brown
Aubra Munsey

STATE OF New Mexico }
COUNTY OF Chavez } SS.

On this 19th day of August, 1946, before me personally appeared W. C. LAWRENCE, to me known to be the person who executed the foregoing instrument in behalf of Laura Lodewick and S. W. Lodewick, her husband, and acknowledged that he executed the same as the free act and deed of said Laura Lodewick and S. W. Lodewick.

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

W. C. Brown
Notary Public

My commission expires: October 3, 1949

State Lease No. B-10516-10
T. 10 S., R. 26 E., N. M. P. M.
Sec. 32, E1SE1,
containing 80 acres, more or
less.

Ernest N. Carter
Ernest N. Carter

Ruby I. Carter
Ruby I. Carter, his wife

Address: 4237 Hollister Avenue,
Santa Barbara, California.

Executed this 13th day of
September, 1946.

Witnesses:

James Schenck

James J. Rice

STATE OF CALIFORNIA SS.
COUNTY OF SANTA BARBARA

On this 13th day of September, 1946, before me personally
appeared ERNEST N. CARTER and RUBY I. CARTER, 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 written.

James Schenck
Notary Public

My commission expires October 23, 1949

State Lease No. B-7282-25

T. 10 S., R. 26 E., N. M. P. M.,

Sec. 32, NE $\frac{1}{4}$ SW $\frac{1}{4}$,

containing 40 acres, more or
less.

Fred A. Behrendt
Fred A. Behrendt

Myrtle L. Behrendt
Myrtle L. Behrendt, his wife

Address: 1154 East 20th Street,
Long Beach, California.

Executed this 30th day of
August, 1946.

Witnesses:

Harold J. Fico

Frank Hoover

STATE OF California
COUNTY OF Los Angeles

SS.

On this 30th day of August, 1946, before me personally
appeared Fred A. Behrendt and Myrtle L. Behrendt, his wife,
to me known to be the person 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 written.

Frank Hoover
Notary Public

My commission expires: Sept 5 1949

NOTARY PUBLIC for the County
of Los Angeles, State of California.

State Lease No. B-8023-5

T. 10 S., R. 26 E., N. M. P. M.,

Sec. 32, S. 1/4, S. 1/4,

containing 40 acres, more or
loss.

Hettie E. Rogers
Hettie E. Rogers, a widow

John M. Rogers
John M. Rogers

Celeste D. Rogers
Celeste D. Rogers, his wife
Address: 4616 Oakwood Avenue,

Los Angeles, California.

Executed this 12th day of
September, 1946.

Witnesses:

Thomas J. Liss

Doris Van Voorhis

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 12th day of September, 1946, before me personally
appeared HETTIE E. ROGERS, a widow, JOHN M. ROGERS & CELESTE D. ROGERS, 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 herunto set my hand and affixed my
official seal the day and year in this certificate written.

Doris Van Voorhis
Notary Public

My commission expires: My Commission Expires February 3, 1950

State Lease No. B-8850-14

T. 10 S., R. 26 E.,

Sec. 34, SW $\frac{1}{4}$ SW $\frac{1}{4}$,

containing 40 acres, more or
less.

George E. Schultz
George E. Schultz

Clara R. Schultz
Clara R. Schultz, his wife

Address: 3204 West 79th Street,

Inglowood, California.

Executed this 27 day of

August, 1946.

Witnesses:

Norman J. Rice
Signature of George E. Schultz

Norman J. Rice
Signature of Clara R. Schultz

STATE OF California

COUNTY OF Los Angeles

SS.

On this 29th day of August, 1946, before me personally appeared George E. Schultz and Clara R. Schultz, 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 herunto set my hand and affixed my official seal the day and year in this certificate written.

Doris Van Voorhis
Notary Public

My commission expires: My Commission Expires February 3, 1950

State Lease No. B-10517-3

T. 11 S., R. 26 E., N. M. P. M.

Sec. 2, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$,
Sec. 3, S $\frac{1}{2}$ SE $\frac{1}{4}$,
Sec. 10, N $\frac{1}{2}$ NE $\frac{1}{4}$,

containing 280 acres, more or
loss.

H. Rummel Anderson
H. Rummel Anderson

Anne S. Anderson
Anne S. Anderson, his wife

Address: 35 Calle Claravista,

Tucson, Arizona

Executed this 15th day of
September, 1946.

Witnesses:

Catharine F. Merchant

Catharine F. Merchant

STATE OF ARIZONA

COUNTY OF PIMA

SS.

On this 15th day of September, 1946, before me personally
appeared H. RUMMEL ANDERSON and ANNE S. ANDERSON, his wife

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

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

H. Rummel Anderson
Notary Public

My commission expires: March 13, 1950

State Lease No. B-8463

T. 11 S., R. 26 E., N. M. P. M.

Sec. 16, NE 1/4 NE 1/4

containing 40 acres, more or
loss.

HONOLULU OIL CORPORATION,

By

[Signature]
VICE President

By

[Signature]
Secretary

Address: 215 Market Street,
San Francisco, California.

Executed this 13 day of
SEP, 1946.

Witnesses:

[Signature]

[Signature]

STATE OF CALIFORNIA
CITY AND SAN FRANCISCO
COUNTY OF

SS.

On this 13th day of September, 1946, before me personally
appeared W. P. Roth to me personally known,
who, being by me duly sworn did say that he is the VICE President of the
HONOLULU OIL CORPORATION, and that the seal affixed to the foregoing instru-
ment 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 Vice President 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 on this the day and year first above written.

[Signature]
Notary Public

My commission expires: December 23, 1948

T. 11 S., R. 26 E., N. M. P. M.,

Sec. 4, Lot 1,

containing 8.63 acres, more or less.

Oruel Greenwood
Oruel Greenwood

Artilla Greenwood
Artilla Greenwood, his wife

Address: Box 245
Roswell, N. M.

Executed this 7 day of
September, 1946.

Witnesses:

Wm. Klossner
Hugh Shaw

STATE OF New Mexico
COUNTY OF Chavez } ss.

On this 7 day of September, 1946, before me personally
appeared Oruel Greenwood and Artilla Greenwood

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 written.

Laird Brown
Notary Public

My commission expires: Oct. 3, 1949

T. 11 S., R. 27 E., N. M. P. M.,

Sec. 6, Lot 2,

containing 6.58 acres, more or
less.

Rayburn F. H. Rice

Rayburn F. H. Rice

Jane H. Rice

Jane H. Rice, his wife

Address:

Roswell

New Mexico

Executed this 28 day of

August, 1946.

Witnesses:

W. W. Klossner

Harry S. Law

STATE OF

New Mexico

COUNTY OF

Chavez

SS.

On this 28 day of August, 1946, before me personally
appeared Rayburn F. H. Rice and Jane H. Rice, his wife,
to me known to be the person 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 written.

Notary Public

My commission expires:

Oct. 3, 1949

T. 11 S., R. 26 E., N. M. P. H.,
Sec. 2, NE $\frac{1}{4}$ SE $\frac{1}{4}$,
containing 40 acres, more or less,
as to an undivided $\frac{1}{3}$ in the
leasehold interest therein.

CITIES SERVICE OIL COMPANY

By J. C. Kennedy
Attorney in Fact President

By XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Secretary

Address: Bartlesville, Oklahoma.

Executed this 11th day of
September, 1946.

Witnesses:

Allen Chase

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) SS

On this the 11 day of September, 1946, personally appeared
J. C. Kennedy to me personally known, who being by me duly sworn did say that
he is the Attorney-in-Fact of Cities Service Oil Company and that said instru-
ment was signed in behalf of said corporation by authority of its board of
directors, and said J. C. Kennedy 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
Nov. 28, 1947

W. M. Douglas
Notary Public

My commission expires: _____

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 2, NE¹/₄SE¹/₄,

containing 40 acres, more or less,
as to an undivided 1/2 in the
leasehold interest therein.

REPOLLO OIL COMPANY

By

Dana H. Kelsey President

By

A. E. Barrus Secretary

Address:

Tulsa
Oklahoma

Executed this 18 day of

September, 1946.

Witnesses:

Ira B. Sizgins

Crustelle W. Stanton

STATE OF

Oklahoma

SS.

COUNTY OF

Tulsa

On this 18 day of September, 1946, before me personally
appeared Dana H. Kelsey, to me personally known, who, being
by me duly sworn did say that he is the Vice President of REPOLLO OIL
COMPANY, and that the seal affixed to the foregoing instrument is the cor-
porate seal of said corporation and that said instrument was signed and
sealed in behalf of said corporation by authority of its Board of Direc-
tors, and said Dana H. Kelsey acknowledged said instru-
ment to be the free act and deed of said corporation.

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

[Signature]
Notary Public

R. W. KNOFF

My commission expires: MY COMMISSION EXPIRES AUGUST 22, 1948

Com. 9-18-46

T. 11 S., R. 26 E.,
Sec. 34, N $\frac{1}{2}$ SW $\frac{1}{4}$,
containing 80 acres, more or less.

Insofar as authority extends
STATE OF NEW MEXICO

By *John E. Dicks*
Commissioner of Public Lands

Address: Santa Fe, New Mexico.

Executed this 22nd day of
September, 1946.

Witnesses:

Thomas J. Liss
Geoffrey Krohn

Las Cruces 063687

T. 10 S., R. 26 E., N. M. P. M.,

Sec. 35, SW¹/₄SW¹/₄,

containing 40 acres, more or
less.

VALLEY REFINING COMPANY

By _____
President

By _____
Secretary

Address: Roswell, New Mexico.

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____
COUNTY OF _____

SS.

On this _____ day of _____, 1946, before me personally
appeared _____, to me personally known, who,
being by me duly sworn did say that he is the _____ President of VALLEY
REFINING COMPANY, and that the seal affixed to the foregoing 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 _____ 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 on this the day and year first above written.

Notary Public

My commission expires: _____

Las Cruces 063850

T. 11 S., R. 25 E., N. M. P. M.,

Sec. 1, Lot 4,

containing 40.18 acres, more or less.

BARNSDALL OIL COMPANY

By _____ President

By _____ Secretary

Address: Tulsa, Oklahoma

Executed this _____ day of _____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ President of the BARNSDALL OIL COMPANY, and that the seal affixed to the foregoing 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 _____ 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 on this the day and year first above written.

Notary Public

My commission expires: _____

Las Cruces 063876

T. 11 S., R. 26 E., N. M. P. M.,

Sec. 33, Lots 1, 2, W $\frac{1}{2}$ NE $\frac{1}{4}$,
NE $\frac{1}{4}$ NE $\frac{1}{4}$,

containing 133.70 acres, more
or less.

Loreno F. Wilhite

Address: _____

Executed this _____ day of

_____, 1946.

Witnesses: _____

STATE OF _____

COUNTY OF _____

SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

State Lease No. E-107

T. 10 S., R. 26 E., N. M. P. M.,

Sec. 34, SE¹/₄ SW¹/₄, SE¹/₄ SE¹/₄,

containing 80 acres, more or
less.

Ladora Lucas

Address: Roswell,

Now Mexico.

Executed this _____ day of

_____, 1946.

Witnesses:

STATE OF _____

COUNTY OF _____

SS.

On this _____ day of _____, 1946, 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 herunto set my hand and affixed my official
seal the day and year in this certificate written.

Notary Public

My commission expires: _____

State Lease No. B-8716-15

T. 11 S., R. 26 E., N. M. P. M.,

Sec. 2, SW¹/₄SE¹/₄,

containing 40 acres, more or
less.

Alexander Soules

Walter M. Soules

Address: 743 Santee Street,

Los Angeles, California.

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____

COUNTY OF _____

SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 25 E., N. M. P. M.,

Sec. 1, W¹/₂SW¹/₄,

Sec. 2, E¹/₂SE¹/₄,

Sec. 11, NE¹/₂NE¹/₄,

containing 200 acres, more or less.

J. D. Zimmerman

Address: _____

Executed this _____ day of

_____, 1946.

Witnesses:

STATE OF _____

COUNTY OF _____

SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 25 E., N. M. P. M.,
Sec. 13, SW $\frac{1}{4}$,
containing 160 acres, more or less.

~~Notary Public~~
Helen Chittenden McBride

Address: c/o W. H. Bruckner, Atty.
1903 Ohio Building
Galena 1, Ohio

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 25 E., N. M. P. M.,

Sec. 14, E $\frac{1}{2}$ SE $\frac{1}{4}$,

Sec. 23, E $\frac{1}{2}$ NE $\frac{1}{4}$,

Sec. 24, NW $\frac{1}{4}$,

containing 320 acres, more or less.

GULF OIL CORPORATION

By _____
President

By _____
Secretary

Address: Tulsa, Oklahoma.

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____
COUNTY OF _____

SS.

On this _____ day of _____, 1946, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ President of the GULF OIL CORPORATION, and that the seal affixed to the foregoing 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 _____ 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 on this the day and year first above written.

Notary Public

My commission expires: _____

T. 11 S., R. 25 E., N. M. P. M.,
Sec. 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$,
containing 40 acres, more or less.

~~Notary Public~~
C. A. Ward

Address: a/o P. O. Box 287

Roswell, New Mexico

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 25 E., N. M. P. M.,
Sec. 25, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
containing 40 acres, more or less.

Address: _____

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 26 E., N. M. P. M.,

Sec. 27, ~~W¹/₂~~, SE¹/₄SW¹/₄,

containing 200 acres, more or less.

Andrew J. Combs

Address: a/o Joe A. Combs

State Land Office

Santa Fe, New Mexico

Executed this _____ day of

_____, 1946.

Witnesses:

STATE OF _____

COUNTY OF _____

} SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 26 E., N. M. P. M.,
Sec. 33, SE $\frac{1}{4}$ NE $\frac{1}{4}$,
Sec. 34, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$,
containing 160 acres, more or less.

Francis Leonard Richards

Address: _____

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

T. 11 S., R. 25 E.,

Sec. 13, SE $\frac{1}{4}$,
Sec. 14, NE $\frac{1}{4}$ NE $\frac{1}{4}$,
Sec. 24, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$,
Sec. 25, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 11 S., R. 26 E.,

Sec. 21, W $\frac{1}{2}$ SE $\frac{1}{4}$,
Sec. 28, Lots 1, 2, 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$.

containing 787.84 acres, more or less,
as to an undivided 6.25% interest
therein.

C. M. Barr

Address: Peoples National Bank Bldg.,
Pittsburgh, Pennsylvania.

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____.

T. 11 S., R. 25 E.,

Sec. 13, SE $\frac{1}{4}$,
Sec. 14, NE $\frac{1}{4}$ NE $\frac{1}{4}$,
Sec. 24, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$,
Sec. 25, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$,

T. 11 S., R. 26 E.,

Sec. 21, Lots 1, 2, 3, 4, W $\frac{1}{2}$ SE $\frac{1}{4}$,
Sec. 28, Lots 1, 2, 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$.

containing 813.44 acres, more or
less, as to an undivided 2.57%
interest therein.

A. W. Wilson

Address: _____

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____

COUNTY OF _____

SS,

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

Com. 9-18-46

T. 11 S., R. 25 E.,

Sec. 13, SE $\frac{1}{4}$,
Sec. 14, NE $\frac{1}{4}$ NE $\frac{1}{4}$,
Sec. 24, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$,
Sec. 25, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 11 S., R. 26 E.,

Sec. 21, Lots 1, 2, 3, 4, W $\frac{1}{2}$ SE $\frac{1}{4}$,
Sec. 28, Lots 1, 2, 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$,

containing 813.44 acres, more or
less, as to an undivided 2.68%
interest therein.

R. R. Culbertson

Address: Maud, Oklahoma.

Executed this _____ day of
_____, 1946.

Witnesses:

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 1946, 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 written.

Notary Public

My commission expires: _____

EXHIBIT "B"

SCHEDULE SHOWING THE NATURE AND EXTENT
OF OWNERSHIP OF OIL AND GAS RIGHTS IN
ALL LAND IN THE UNIT AREA TO WHICH THE
FOREGOING UNIT AGREEMENT WILL BECOME
APPLICABLE BY SIGNATURE THERETO, OR TO
A COUNTERPART THEREOF, BY THE OWNERS
OF SUCH RIGHTS.

FEDERAL LANDS			
Description	No. of Acres	Las Cruces Serial No.	Ownership of Application or Oil and Gas Lease
<u>New Mexico Principal Meridian</u>			
<u>T. 10 S., R. 26 E.</u>			
Section 31 Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$	320.38	062044	Bess V. Ballard
Section 33 S $\frac{1}{2}$	320	062044	Bess V. Ballard
Section 34 SE $\frac{1}{4}$ SE $\frac{1}{4}$	40	063687	Lillian T. Hinkle
Section 35 SW $\frac{1}{4}$ SW $\frac{1}{4}$	40	063687	Lillian T. Hinkle
<u>T. 11 S., R. 25 E.</u>			
Section 1 Lots 1, 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	320.22	061461	S. W. Lodewick
Lot 4	40.18	063850	Frank E. Wimberly
Section 11 SE $\frac{1}{4}$ NE $\frac{1}{4}$	40	063854	Margaret W. Childress
Section 12 E $\frac{1}{2}$ NE $\frac{1}{4}$	80	062045	Bert Ballard
S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	160	064119	Ola Wimberly
<u>T. 11 S., R. 26 E.</u>			
Section 1 Lots 1, 2, 3, and 4	23.79	061517	Virginia Shaw
S $\frac{1}{2}$	320	062042	Cora Lodewick
Section 3 Lots 1, 2, 3, and 4	24.64	061461	S. W. Lodewick
N $\frac{1}{2}$ SE $\frac{1}{4}$	80	062044	Bess V. Ballard
SW $\frac{1}{4}$	160	062043	Laura Lodewick

<u>Description</u>	<u>No. of Acres</u>	<u>Las Cruces Serial No.</u>	<u>Ownership of Application or Oil and Gas Lease</u>
<u>T. 11 S., R. 26 E. (continued)</u>			
Section 4 Lots 2, 3, 4, and 5, SE $\frac{1}{4}$	171	061461	S. W. Lodewick
Section 9 Lots 1 and 2	7.65	061461	S. W. Lodewick
Lots 3 and 4	8.15	064651	Laura Lodewick
NW $\frac{1}{4}$ NE $\frac{1}{4}$	40	062042	Cora Lodewick
NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	280	026468	S. W. Lodewick and S. P. Johnson, Jr.
Section 10 S $\frac{1}{2}$ NE $\frac{1}{4}$	80	062044	Bess V. Ballard
NW $\frac{1}{4}$	160	062043	Laura Lodewick
SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	280	026468	S. W. Lodewick and S. P. Johnson, Jr.
NE $\frac{1}{4}$ SE $\frac{1}{2}$	40	062042	Cora Lodewick
Section 11 NW $\frac{1}{4}$	160	062044	Bess V. Ballard
E $\frac{1}{2}$, SW $\frac{1}{4}$	480	063540	S. W. Lodewick
Section 12 All	640	062042	Cora Lodewick
Section 13 All	640	062042	Cora Lodewick
Section 14 N $\frac{1}{2}$ N $\frac{1}{2}$	160	063540	S. W. Lodewick
S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	480	062043	Laura Lodewick
Section 15 N $\frac{1}{2}$ NE $\frac{1}{4}$	80	026468	S. W. Lodewick and S. P. Johnson, Jr.
S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	240	062042	Cora Lodewick
W $\frac{1}{2}$	320	029232	S. W. Lodewick
Section 22 All	640	062043	Laura Lodewick
Section 23 All	640	062043	Laura Lodewick
Section 24 All	640	062044	Bess V. Ballard

<u>Description</u>	<u>No. of Acres</u>	<u>Las Cruces Serial No.</u>	<u>Ownership of Application or Oil and Gas Lease</u>
<u>T. 11 S., R. 26 E. (continued)</u>			
Section 25 N $\frac{1}{2}$, SW $\frac{1}{4}$	480	062042	Cora Lodewick
Section 26 E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$	400	062043	Laura Lodewick
W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	240	063855	James Q. Marshall
Section 27 NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	400	063855	James Q. Marshall
Section 33 Lots 1 and 2, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	133.70	063876	Lorene F. Wilhite
Section 34 NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	280	063855	James Q. Marshall
Section 35 N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$	400	063855	James Q. Marshall

T. 11 S., R. 27 E.

Section 7 Lots 1, 2, 3, and 4, E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$	460.24	062020	Lillian Coll
Section 18 Lots 1, 2, 3, and 4, E $\frac{1}{2}$ W $\frac{1}{2}$	298.60	062020	Lillian Coll
Section 19 Lots 1, 2, 3, and 4	139.76	061266	Marion Roney, also known as Marian Roney

STATE LANDS

<u>Description</u>	<u>No. of Acres</u>	<u>State Lease No. and Exp. Date</u>	<u>Oil and Gas Lease Ownership</u>
<u>New Mexico Principal Meridian</u>			
<u>T. 10 S., R. 25 E.</u>			
Section 36 S $\frac{1}{2}$ SE $\frac{1}{4}$	80	E-354-2 Exp. 6-11-55	Richfield Oil Corporation 555 South Flower Street Los Angeles 13, California

<u>Description</u>	<u>No. of Acres</u>	<u>State Lease No. and Exp. Date</u>	<u>Oil and Gas Lease Ownership</u>
<u>T. 10 S., R. 26 E.</u>			
Section 32 E $\frac{1}{2}$ SE $\frac{1}{4}$	80	B-10516-10 Exp. 8-10-53	Ernest N. Carter, 4237 Hollister Ave., Santa Barbara, Calif.
NE $\frac{1}{2}$ SE $\frac{1}{4}$	80	E-354-1 Exp. 6-11-55	DeKalb Agricultural Association, Inc. DeKalb, Illinois.
NE $\frac{1}{4}$ SW $\frac{1}{2}$	40	B-7282-25 Exp. 10-28-47	Fred A. and Myrtle L. Behrendt, 1154 E. 20th St., Long Beach 6, Calif.
NW $\frac{1}{4}$ SW $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{2}$	80	E-354-2 Exp. 6-11-55	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.
SW $\frac{1}{4}$ SW $\frac{1}{2}$	40	B-8023-5 Exp. 2-17-49	Hettie E. and John M. Rogers, 4616 Oakwood Avenue, Los Angeles, Calif.
Section 34 SW $\frac{1}{2}$ SW $\frac{1}{4}$	40	B-8850-14 Exp. 10-19-50	Geo. E. Schultz, 3204 W. 79th St., Inglewood, Calif.
SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	80	E-107 Exp. 2-10-55	LaDora Lucas, Roswell, New Mexico.
<u>T. 11 S., R. 26 E.</u>			
Section 2 Lots 7 and 8, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	91.47	E-354-1 Exp. 6-11-55	DeKalb Agricultural Association, Inc., DeKalb, Illinois.
SW $\frac{1}{4}$ SE $\frac{1}{4}$	40	B-8716-15 Exp. 6-25-50	Alexander Soules and Walter M. Soules, 743 Santee Street, Los Angeles, Calif.
NE $\frac{1}{4}$ SW $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{2}$	120	B-10517-3 Exp. 8-10-53	H. Rummel Anderson, 35 Calle Claravista, Tucson, Arizona.
Lots 5 and 6, NW $\frac{1}{4}$ SW $\frac{1}{4}$	51.93	E-354-2 Exp. 6-11-55	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.
Section 3 S $\frac{1}{2}$ SE $\frac{1}{4}$	80	B-10517-3 Exp. 8-10-53	H. Rummel Anderson, 35 Calle Claravista, Tucson, Arizona.
Section 10 N $\frac{1}{2}$ NE $\frac{1}{4}$	80	B-10517-3 Exp. 8-10-53	H. Rummel Anderson, 35 Calle Claravista, Tucson, Arizona.

<u>Description</u>	<u>No. of Acres</u>	<u>State Lease No. And Exp. Date</u>	<u>Oil and Gas Lease Ownership</u>
<u>T. 11 S., R. 26 E. (continued)</u>			
Section 16 NE $\frac{1}{4}$ NE $\frac{1}{4}$	40	B-8463 Exp. 1-8-50	Honolulu Oil Corp., 215 Market Street, San Francisco, Calif.
Lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$	44.38	E-848 Exp. 5-10-56	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.
Lots 2, 3, and 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	255.22	E-958 Exp. 8-10-56	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif. (in Bottomless Lakes State Monument)
Section 21 E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	120	E-958 Exp. 8-10-56	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif. (in Bottomless Lakes State Monument)
Section 27 SW $\frac{1}{4}$ SE $\frac{1}{4}$	40	E-958 Exp. 8-10-56	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif. (in Bottomless Lakes State Monument)
Section 34 N $\frac{1}{2}$ SW $\frac{1}{4}$	80		State of New Mexico (1/8 State Lands Commissioner) (7/8 Science Com- mission)
<u>T. 11 S., R. 27 E.</u>			
Section 6 Lot 1, SE $\frac{1}{4}$	166.70	B-8443-3 Exp. 12-12-49	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.
Lots 3, 4, 5, and 6, E $\frac{1}{2}$ SW $\frac{1}{4}$	164.06	B-8443-2 Exp. 12-12-49	DeKalb Agricultural Association, Inc. DeKalb, Illinois.

PRIVATELY OWNED LANDS

<u>Description</u>	<u>No. of Acres</u>	<u>Landowner</u>	<u>Oil and Gas Lessee</u>
<u>New Mexico Principal Meridian</u>			
<u>T. 11 S., R. 25 E.</u>			
Section 1 W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	160	Clara Goodart Rt 1, Box 185 Roswell, N. Mex.	DeKalb Agricultural Association, Inc., DeKalb, Illinois

<u>Description</u>	<u>No. of Acres</u>	<u>Landowner</u>	<u>Oil and Gas Lessee</u>
<u>T. 11 S., R. 25 E. (continued)</u>			
Section 1 (continued)			
W $\frac{1}{2}$ SW $\frac{1}{4}$	80	J. D. Zimmerman Mt. Carmel, Ill.	
SW $\frac{1}{4}$ NW $\frac{1}{4}$	40	D. R. Britt, Jr. Roswell, N. Mex.	DeKalb Agricultural Association, Inc., DeKalb, Illinois.
Section 2 E $\frac{1}{2}$ SE $\frac{1}{4}$	80	J. D. Zimmerman Mt. Carmel, Ill.	
Section 11 NE $\frac{1}{4}$ NE $\frac{1}{4}$	40	J. D. Zimmerman Mt. Carmel, Ill.	
E $\frac{1}{2}$ SE $\frac{1}{4}$	80	D. R. Britt, Jr. Roswell, N. Mex.	DeKalb Agricultural Association, Inc., DeKalb, Illinois
Section 12 W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	400	D. R. Britt, Jr. Roswell, N. Mex.	DeKalb Agricultural Association, Inc., DeKalb, Illinois
Section 13 N $\frac{1}{2}$	320	D. R. Britt, Jr. Roswell, N. Mex.	DeKalb Agricultural Association, Inc., DeKalb, Illinois
SW $\frac{1}{4}$	160	Helen Chittenden McBride c/o W. H. Brackney 1903 Ohio Building Toledo 4, Ohio	
SE $\frac{1}{4}$	160	Charles M. Sawey, Sr., R.R. Culbertson, A.W. Wilson, C.M. Barr, and A.W. Hockenhull	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif., covering an undivided 88.4% interest therein.
Section 14 NE $\frac{1}{4}$ NE $\frac{1}{4}$	40	Charles M. Sawey, Sr., R.R. Culbertson, A.W. Wilson, C.M. Barr, and A.W. Hockenhull	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif., covering an undivided 88.4% interest therein.
SE $\frac{1}{4}$ NE $\frac{1}{4}$	40	Charles M. Sawey, Sr., Roswell, N. Mex.	Richfield Oil Corp., 555 So. Flower St., Los Angeles 13, Calif.
E $\frac{1}{2}$ SE $\frac{1}{4}$	80	Paul King	Gulf Oil Corporation P. O. Box 787 Roswell, New Mexico

<u>Description</u>	<u>No. of Acres</u>	<u>Landowner</u>	<u>Oil and Gas Lessee</u>
<u>T. 11 S., R. 25 E. (continued)</u>			
Section 23 E $\frac{1}{2}$ NE $\frac{1}{4}$	80	Paul King	Gulf Oil Corporation P. O. Box 787 Roswell, New Mexico
Section 24 NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	280	Charles M.Sawey,Sr., R.R.Culbertson, A.W.Wilson, C.H.Barr, and A.W.Hockenbuhl	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif., covering an undivided 88.4% interest therein.
NW $\frac{1}{4}$ NE $\frac{1}{4}$	40	Walter C.Lindley	C. A. Ward P. O. Box 457 Blackwell, Oklahoma
NW $\frac{1}{4}$	160	Paul King	Gulf Oil Corporation P. O. Box 787 Roswell, New Mexico
SW $\frac{1}{4}$	160	Christian Juelfs 616 SW Avenue Mexico, Missouri	Richfield Oil Corp. 555 South Flower St. Los Angeles 13, Calif.
Section 25 E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	120	Charles M.Sawey,Sr., R.R.Culbertson, A.W.Wilson, C.M.Barr, and A.W.Hockenbuhl	Richfield Oil Corp. 555 South Flower St. Los Angeles 13, Calif., covering an undivided 88.4% interest therein.
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	80	Christian Juelfs 616 SW Avenue Mexico, Missouri	Richfield Oil Corp. 555 South Flower St., Los Angeles 13, Calif.
SW $\frac{1}{4}$ NE $\frac{1}{4}$	40	Ownership not deter- minable at present time.	
<u>T. 11 S., R. 26 E.</u>			
Section 2 NE $\frac{1}{4}$ SE $\frac{1}{4}$	40	Rayburn F.H. Rice Roswell, N. Mex.	Cities Service Oil Co. Bartlesville, Okla. and Repollo Oil Company Tulsa, Oklahoma (Jointly)
Section 4 Lot 1	5.63	Orvel Greenwood Box 245 Roswell, N. Mex.	

<u>Description</u>	<u>No. of Acres</u>	<u>Landowner</u>	<u>Oil and Gas Lessee</u>
<u>T. 11 S., R. 26 E. (continued)</u>			
Section 21 Lots 1, 2, 3, and 4	25.60	Charles M. Sawey, Sr., R.R. Culbertson, A.W. Wilson, and A.W. Hockenhull,	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif., covering an undivided 94.6% interest therein.
W $\frac{1}{2}$ SE $\frac{1}{4}$	80	Charles M. Sawey, Sr., R.R. Culbertson, A.W. Wilson C.M. Barr, and A.W. Hockenhull	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif., covering an undivided 88.4% interest therein.
SE $\frac{1}{4}$ SE $\frac{1}{4}$	40	Charles M. Sawey, Sr.	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.
W $\frac{1}{2}$ NE $\frac{1}{4}$	80	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.	
Section 27 W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	200	Andrew J. Combs c/o Joe A. Combs State Land Office Santa Fe, N. Mex.	
Section 28 Lots 1, 2, 3, and 4, W $\frac{1}{2}$ NE $\frac{1}{4}$	107.84	Charles M. Sawey, Sr., R.R. Culbertson, A.W. Wilson C.M. Barr, and A.W. Hockenhull	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif., covering an undivided 88.4% interest therein.
SE $\frac{1}{4}$	160	Charles M. Sawey, Sr., Roswell, N. Mex.	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.
E $\frac{1}{2}$ NE $\frac{1}{4}$	80	Richfield Oil Corp., 555 South Flower St., Los Angeles 13, Calif.	
Section 33 SE $\frac{1}{4}$ NE $\frac{1}{4}$	40	Francis Leonard Richards, et al., Lovington, N.M.	
Section 34 N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	120	Francis Leonard Richards, et al., Lovington, N.M.	
<u>T. 11 S., R. 27 E.</u>			
Section 6 Lot 2	6.58	Rayburn F.H. Rice Roswell, N. Mex.	

TOTAL ~~16,907.72~~ acres

16,907.72 8.

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: 8-1-46, 1946.

Witness:

Henry J. Law
Mark Brown

Bess V. Ballard
Bess V. Ballard
Bert Ballard
Address: Bert Ballard, her husband
910 South Main Street

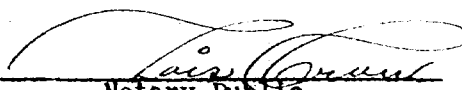
Roswell, New Mexico

STATE OF New Mexico)
COUNTY OF Chavez) SS

On this 1st day of August, 1946, before
me personally appeared Donna V. Ballard and Bert Ballard, her husband

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

Witness my hand and official seal the day and year last above
written.


Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: 8-1-46, 1946.

Witness:

Henry Shaw
Merle Brown

E. V. Lodwick
E. V. Lodwick
Laura Lodwick
Laura Lodwick, his wife
Address: 303 North Missouri Avenue
Donnell, New Mexico

STATE OF Massachusetts)
COUNTY OF Cheshire) SS

On this 1st day of August, 1946, before
me personally appeared S. I. Lohr and Louis Lohr, 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.

Witness my hand and official seal the day and year last above
written.

[Signature]
Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: August 22, 1946.

Witness:

Henry R. ...

W. H. ...

Margaret Childress
Margaret J. Childress

Address: Floyd Childress, her husband
c/o The First National Bank

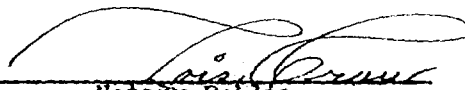
Moswell, El Paso County

STATE OF New Mexico
COUNTY OF Chaves } SS

On this 22 day of August, 1946, before
me personally appeared Margaret W. Childress and Floyd Childress, her
husband

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.

Witness my hand and official seal the day and year last above
written.


Notary Public

My commission expires:

Oct. 3, 1949

77

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: August 29, 1946.

Witness:

W. W. Klesner
Henry Shaw

Mrs. O. E. Wimberly
Ola Wimberly
Frank E. Wimberly
Frank E. Wimberly, her husband
Address: Box 87
Las Cruces, N. Mex.

STATE OF New Mexico,
COUNTY OF Chaves } SS

On this 29 day of August, 1946, before
me personally appeared Olo Wimberly
and Frank E. Wimberly, ~~her husband~~,
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.

Witness my hand and official seal the day and year last above
written.


Notary Public

My commission expires:

Oct. 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: July 31, 1946.

Witness:

Henry S. Row
Velma F. Matthews

Virginia Shaw
Virginia Shaw
Jack Shaw
Address: Jack Shaw, her husband
1106 West Main Street
Artesia, New Mexico

STATE OF New Mexico)
COUNTY OF Eddy) SS

On this 31 day of July, 1946, before
me personally appeared Virginia Shaw and Jack Shaw, her husband

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

Witness my hand and official seal the day and year last above
written.

Edna G. Gorman
Notary Public

My commission expires:

June 29 - 1947

12

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: 8-13-46, 1946.

Witness:

Henry B. Laws

Bora Lodenwick
BORA LODENWICK, A WIDOW

Address: c/o H. B. Lodenwick
300 NORTH MISSOURI AVENUE
ROSENBL, New Mexico

STATE OF New Mexico
COUNTY OF Chaves } SS

On this 13th day of August, 1946, before
me personally appeared Cora Ledwick, 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.

Witness my hand and official seal the day and year last above
written.

Luis O. Oros
Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: August 1st, 1946.

Witness:

Mrs. Brown

Margie Caldwell

H. P. Johnson, Jr.
H. P. JOHNSON, JR.
Geraldine Johnson, his wife
Geraldine JOHNSON, his wife
Address: c/o H. H. L. L. L. L.
J. P. White Building
Roswell, New Mexico

STATE OF New Mexico)
COUNTY OF Chaves } SS

On this 1st day of August, 1946, before
me personally appeared S. P. Johnson, Jr. and Geraldine Johnson,
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.

Witness my hand and official seal the day and year last above
written.

Lois Brown
Notary Public

My commission expires:

October 3, 1949

11

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: 8-14-46, 1946.

Witness:

Henry Shaw
Wm H. Corneil

James O. Marshall
James O. Marshall
Virginia C. Marshall
Virginia C. Marshall, his wife
Address: P. O. Box 208

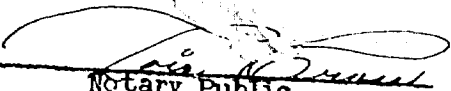
Roswell, New Mexico

STATE OF Ind Mexico)
COUNTY OF Chama) SS

On this 14th day of August, 1946, before
me personally appeared James R. Marshall and Virginia C. Marshall,
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.

Witness my hand and official seal the day and year last above
written.


Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: 8-2-46, 1946.

Witness:

Henry S. Law
Merk Brown

Lillian Cole
Lillian Cole
Mr. W. Cole, her husband
Address: 200 South Penn Avenue

Roswell, New Mexico

STATE OF New Mexico)
COUNTY OF Chavez } SS

On this 2nd day of August, 1946, before
me personally appeared Lillian Cell and H. W. Cell, her husband

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

Witness my hand and official seal the day and year last above
written.

Luis Brown
Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: July 31, 1946.

Witness:

Merle Brown

Marion Honey
Marion Honey, also known as
Marian Honey, a single woman

Address: 809 North Penn Avenue

Roswell, New Mexico

STATE OF New Mexico } SS
COUNTY OF Chaves

On this 31st day of July, 1946, before
me personally appeared Marian Henny, also known as Marian Henny,
a single woman

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.

Witness my hand and official seal the day and year last above
written.

Luis C. Peral
Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: August 8th, 1946.

Witness:

Henry J. Row
Merle Brown

Clarence H. Hinkle
Clarence H. Hinkle
Lillian T. Hinkle
Lillian T. Hinkle, his wife
Address: Box 614

Roswell, New Mexico

STATE OF New Mexico)
COUNTY OF Chavez) SS

On this 8th day of August, 1946, before
me personally appeared Clarence E. Hinkle and Lillian T. Hinkle,
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.

Witness my hand and official seal the day and year last above
written.

T. J. Crowl
Notary Public

My commission expires:

October 3, 1949

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: August 19, 1946.

Witness:

W. W. Flossner

Charles W. Saway, Sr.
Charles W. Saway, Sr.
a single man

Address: _____

Roswell, New Mexico

STATE OF New Mexico)
COUNTY OF Santa Fe) SS

On this 19 day of August, 1946, before
me personally appeared Charles M. Sweeney, Sr., a single man

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.

Witness my hand and official seal the day and year last above
written.

J. J. Henry
Notary Public

My commission expires:

3-18-1947

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: August 23d 1946.

Witness:

[Signature]
[Signature]

A. W. Hockenbush
A. W. Hockenbush
Mamie Hockenbush
Mamie Hockenbush, his wife
Address: _____
Olovie, New Mexico

STATE OF New Mexico)
COUNTY OF Curry } SS

On this 23rd day of August, 1946, before
me personally appeared G. W. Hockenbush &
Mamie Hockenbush 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.

Witness my hand and official seal the day and year last above
written.

Betty White
Notary Public

My commission expires:

My Commission Expires April 22, 1950

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: September 9 th, 1946.

Witness:

Fernando Lave
SB Lave

Christian Juelz
Christian Juelz

Lillie V. Juelz
Lillie V. Juelz
Address: 615 1st Avenue • His wife

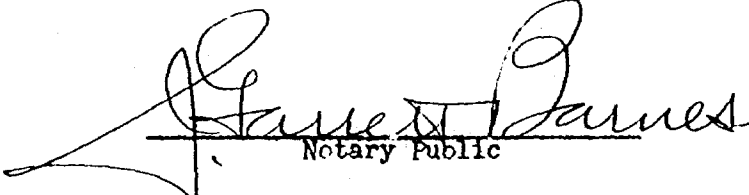
Mexico, Missouri

STATE OF Missouri)
COUNTY OF Audrain) SS

On this 9th day of September, 1946, before
me personally appeared Christian Jewell and Lillie V. Jewell, 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.

Witness my hand and official seal the day and year last above
written.


Notary Public

My commission expires:

March 22nd, 1948.

ROYALTY OWNERS' CONSENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, in the form approved by the Secretary of the Interior, the Oil Conservation Commission of the State of New Mexico, and the Commissioner of Public Lands of the State of New Mexico, the undersigned, owners of royalties in, or interests in oil and gas and/or production thereof in, or other interests in the leases, contracts and lands described in, committed to, and made subject to said unit agreement by the owners of working interests therein, do hereby, severally, each to the extent of his particular ownership or interest in said leases, contracts and lands, approve and ratify the said and foregoing unit agreement, and join in and adopt the terms thereof as applicable to said leases, contracts and lands and our royalty interests, or other interests therein, and hereby consent to the Working Interest Owners under said leases, contracts and lands becoming a party to said foregoing unit agreement and committing said leases, contracts and lands thereto, and the undersigned further agree that all leases, contracts and agreements concerning said lands heretofore entered into by the undersigned with any of the parties approving, subscribing or consenting to said unit agreement, are hereby modified and amended in all particulars necessary to conform said leases, contracts and agreements to the provisions of said unit agreement.

Dated: 8-18-46, 1946.

Witness:

[Signature]
[Signature]

[Signature]
Rayburn F. H. Rice
[Signature]
James H. Rice, his wife
Address: [Signature]
New Mexico

STATE OF NEW MEXICO)
COUNTY OF CHAVEZ) SS

On this 28th day of August, 1946, before
me personally appeared Rayburn F. H. Rice and wife, Jane H. Rice

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.

Witness my hand and official seal the day and year last above written.

Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Land Grant 082044, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 10 S., R. 26 E., N.M.P.M.,

**Sec. 28, NE1/4, NW1/4;
Sec. 31, All;
Sec. 32, All;**

T. 11 S., R. 26 E., N.M.P.M.,

**Sec. 3, NE1/4;
Sec. 10, NE1/4;
Sec. 11, NW1/4;
Sec. 24, All;**

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

Bess V. Ballard
Bess V. Ballard
Bert Ballard
Bert Ballard, her husband

STATE OF New Mexico)
COUNTY OF Albuquerque) SS

On this 1st day of August, 1946, before me personally appeared Bess V. Ballard and Bert Ballard, her husband

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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 001461, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 1, Lots 1, 2, 3, and 4;

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 3, Lots 1, 2, 3, and 4;

Sec. 4, Lots 2, 3, 4, and 5, NE 1/4;

Sec. 9, Lots 1 and 2;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

S. W. Lodwick
S. W. Lodwick
Laura Lodwick
Laura Lodwick, his wife

STATE OF New Mexico }
COUNTY OF Alamosa } SS

On this 1st day of August, 1946, before me personally appeared S. W. Lodwick and Laura Lodwick, his wife

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

Witness my hand and official seal the day and year last above written.

Notary Public
Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 063045, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 25 E., N.E. 1/4.

Sec. 12, ~~2102-11~~

T. 10 a., R. 28 v., N.M.P.M.,

30. 20. 1951:

See. 30, 31

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

Bert Ballard
Bert Ballard

Bess V. Ballard
Bess V. Ballard, his wife

STATE OF New Mexico)
COUNTY OF Chavez) SS

On this 1st day of August, 1946, before me personally appeared Bert Ballard and Bess V. Ballard, 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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 3, 1949

rrb

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 081517, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 28 E., N.M.P.M.,

Sec. 1, Lots 1, 2, 3, and 4;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 31st day of July, 1946.

Virginia Shaw
Virginia Shaw
Jack Shaw
Jack Shaw, her husband

STATE OF New Mexico)
COUNTY OF Eddy) SS

On this 31 day of July, 1946, before me personally appeared Virginia Shaw and Jack Shaw, her husband

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

Witness my hand and official seal the day and year last above written.

Elsie G. Gorman
Notary Public

My commission expires:

June 29-1947

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Los Cruces 002042, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 20 E., N.M.P.M.,

Sec. 1, SW;
Sec. 9, NW¹/₄, NE¹/₄;
Sec. 10, NW¹/₄;
Sec. 12, All;
Sec. 13, All;
Sec. 15, SW¹/₄, NE¹/₄;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 13th day of August, 1946.

Cora Lodewick
Cora Lodewick, a widow

STATE OF New Mexico } SS
COUNTY OF Chaves

On this 13th day of August, 1946, before me personally appeared Cora Lodewick, 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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 31, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 062043, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 21 S., R. 25 E., N.M.P.M.,

Sec. 3, 24;
Sec. 10, 24;
Sec. 14, 24; 24;
Sec. 21, 24;
Sec. 23, 24;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

Laura Lodewick
Laura Lodewick
S. W. Lodewick
S. W. Lodewick, her husband

STATE OF New Mexico }
COUNTY OF Albuquerque } SS

On this 1st day of August, 1946, before me personally appeared Laura Lodewick and S. W. Lodewick, her husband

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

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 084481, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 N., R. 28 E., N.M.P.M.,

Sec. 9, Lots 3 and 4;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

Laura Lodewick
Laura Lodewick
S. W. Lodewick
S. W. Lodewick her husband

STATE OF New Mexico }
COUNTY OF Alamosa } SS

On this 1st day of August, 1946, before me personally appeared Laura Lodewick and S. W. Lodewick, her husband

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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 3, 1947

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Los Osos 053540, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 28 E., N.M.P.M.,

Sec. 11, 5 $\frac{1}{2}$, 20 $\frac{1}{2}$;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

R. W. Lodwick
~~Notary Public~~

Laura Lodwick
~~Notary Public~~

STATE OF New Mexico }
COUNTY OF Chavez } SS

On this 1st day of August, 1946, before me personally appeared R. W. Lodwick and Laura Lodwick, 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.

Witness my hand and official seal the day and year last above written.

Laura Lodwick
Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 043000, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 26, NE¹/₄, SW¹/₄;
Sec. 27, NE¹/₄, SE¹/₄, NW¹/₄, SW¹/₄;
Sec. 34, NE¹/₄, SE¹/₄, SW¹/₄;
Sec. 35, All;

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 14th day of August, 1946.

James O. Marshall
James O. Marshall
Virginia C. Marshall
Virginia C. Marshall, his wife

STATE OF New Mexico)
COUNTY OF Chavez) SS

On this 14th day of August, 1946, before me personally appeared James O. Marshall and Virginia C. Marshall,
his wife,
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

Lois Brown
Notary Public

My commission expires:

October 3, 1949

with

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 042000, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 27 E., N.M.P.M.,

Sec. 7, ~~1/4~~ Lots 1, 2, 3, 4;
Sec. 18, ~~1/4~~

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 2nd day of August, 1946.

Lillian Call
Lillian Call
W. W. Call
W. W. Call, her husband

STATE OF New Mexico)
COUNTY OF Otero) SS

On this 2nd day of August, 1946, before me personally appeared Lillian Call and W. W. Call, her husband

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.

Witness my hand and official seal the day and year last above written.

Louis Brown
Notary Public

My commission expires:

October 3, 1947

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Los Cruces 001200, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 27 E., N.M.P.M.,

**Sec. 19, 20, Lots 1, 2, 3, 4;
Sec. 20, 21;**

and

WHEREAS, RICHFIELD OIL CORPORATION, a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of RICHFIELD OIL CORPORATION irrevocably as their attorney-in fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the

interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 31st day of July, 1946.

Marion Roney
Marion Roney, also known as
Marion Roney, a single woman

STATE OF New Mexico)
COUNTY OF Chaves) SS

On this 31st day of July, 1946, before me personally appeared Marion Roney, also known as Marian Roney,
a single woman

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.

Witness my hand and official seal the day and year last above written,

Louis Grant
Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 043834, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 25 E., N.M.P.M.,

Sec. 11, 34th N.M.P.M.

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 22 day of August, 1946.

Margaret W. Childress
Margaret W. Childress

Floyd Childress
Floyd Childress, her husband

STATE OF New Mexico }
COUNTY OF Chaves } SS

On this 22 day of August, 1946, before me
personally appeared Margaret W. Childress and Floyd Childress,

her husband

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.

Witness my hand and official seal the day and year last above written.

L. J. Crowl
Notary Public

My commission expires:

Oct. 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 427), as amended, upon land belonging to the United States of America, bearing serial number Los Cruces 004219, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 25 E., N.M.P.M.,

Sec. 12, 1/4 NW 1/4, NE 1/4, SE 1/4;

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

11

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 29 day of August, 1946.

Olga Wimberly
Olga Wimberly

Frank E. Wimberly
Frank E. Wimberly, her husband

STATE OF New Mexico }
COUNTY OF Chaves } SS

On this 29 day of August, 1946, before me personally appeared *Olga Wimberly and Frank E. Wimberly*
her husband,

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.

Witness my hand and official seal the day and year last above written.

Luis P. ...
Notary Public

My commission expires:
Oct. 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 024428, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 9, NE 1/4, S 1/4, SE 1/4;
Sec. 10, SW 1/4, NW 1/4, SE 1/4;
Sec. 15, NE 1/4;

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

S. W. Lodwick
S. W. Lodwick

Laura Lodwick
Laura Lodwick, his wife

S. P. Johnson, Jr.
S. P. Johnson, Jr.

Geraldine Johnson
Geraldine Johnson, his wife

STATE OF New Mexico }
COUNTY OF Chavez } SS

On this 1st day of August, 1946, before me personally appeared S. W. Lodwick and Laura Lodwick, his wife, and S. P. Johnson, Jr. and Geraldine Johnson, his wife, to me known to be the person or described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

John Crow
Notary Public

My commission expires:

October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 039232, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 15, 16,

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

S. W. Lodwick
S. W. Lodwick

Laura Lodwick
Laura Lodwick, his wife

STATE OF New Mexico }
COUNTY OF Chavez } SS

On this 1st day of August, 1946, before me personally appeared S. W. Lodwick and Laura Lodwick, his wife

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

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 3, 1947

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 062042, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N.M.P.M.,

Sec. 25, 7th

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 13th day of August, 1946.

Cora Lodewick
Cora Lodewick, a widow

STATE OF New Mexico }
COUNTY OF Bernalillo } SS

On this 13th day of August, 1946, before me personally appeared Cora Lodewick, 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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 13, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 082045, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 28 E., N.M.P.M.,

Sec. 28, E¹

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

Laura Lodewick
Laura Lodewick
J. W. Lodewick
J. W. Lodewick, her husband

STATE OF New Mexico }
COUNTY OF Chavez } SS

On this 1st day of August, 1946, before me
personally appeared Laura Lodewick and J. W. Lodewick, her husband

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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 3, 1947

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing serial number Las Cruces 069080, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 27 E., N.M.P.M.,

Sec. 7, H-11

Sec. 18, Lots 2, 3, 5 & 6, 18-20-21

and

WHEREAS, DE KALB AGRICULTURAL ASSOCIATION, INC., a Delaware corporation, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint any executive officer of DE KALB AGRICULTURAL ASSOCIATION, INC. irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the

extent of the interests of the undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 2nd day of August, 1946.

Lillian Call
Lillian Call

M. W. Call
M. W. Call, her husband

STATE OF New Mexico }
COUNTY OF Chavez } SS

On this 2nd day of August, 1946, before me
personally appeared Lillian Call and M. W. Call, her husband

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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires:

October 2, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned is the owner of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing Serial Number Las Cruces 062042, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N. H. P. M.,

Sec. 25, NE $\frac{1}{4}$

and

WHEREAS, H. P. SAUNDERS, has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consents that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby makes, constitutes and appoints H. P. SAUNDERS irrevocably as her attorney-in-fact for her in her place and stead at any time to commit said lease and land, or any part thereof, to the extent of the interests of the undersigned therein, to

the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 13th day of August, 1946.

Cora Lodewick
Cora Lodewick, a widow

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS.

On this 13th day of August, 1946, before me personally appeared CORA LODEWICK, 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.

Witness my hand and official seal the day and year last above written.

L. A. Brown
Notary Public

My commission expires: October 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing Serial Number Las Cruces 062043, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 26 E., N. M. P. M.,

Sec. 26, E $\frac{1}{2}$ NW $\frac{1}{4}$

and

WHEREAS, W. C. LAWRENCE has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint W. C. LAWRENCE irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the interests of the

undersigned therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 1st day of August, 1946.

Laura Lodewick
Laura Lodewick

S. W. Lodewick
S. W. Lodewick, her husband

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS.

On this 1st day of August, 1946, before me personally appeared LAURA LODEWICK and S. W. LODEWICK, her husband, 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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires: November 3, 1949

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned are the owners of an oil and gas lease issued by the Secretary of the Interior of the United States pursuant to the Act of Congress approved February 25, 1920, (41 Stat. 437), as amended, upon land belonging to the United States of America, bearing Serial Number Las Cruces 062020, covering the following described land situate in the County of Chaves, State of New Mexico, to wit:

T. 11 S., R. 27 E., N. M. P. M.,

Sec. 18, Lots 1, 4, NE $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$

and

WHEREAS, CLARENCE E. HINKLE has an option to commit said lease and lands to that certain "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico" in the form approved by the Secretary of the Interior of the United States, and to acquire an operating agreement thereon covering all or a part of said land;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby consent that the above described land, or any part thereof, may be made the subject of or committed to said Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico, under said Act of Congress, as amended, and hereby make, constitute and appoint CLARENCE E. HINKLE irrevocably as their attorney-in-fact for them and each of them in their place and stead at any time to commit said lease and land, or any part thereof, to the extent of the interests of the under-

signed therein, to the aforesaid unit agreement, and to execute such unit agreement on behalf of the undersigned, subject to the final approval of said unit agreement by the Secretary of the Interior, and to execute all instruments and do all things necessary to make said unit agreement effective.

Executed this 2nd day of August, 1946.

Lillian Coll
Lillian Coll

M. W. Coll
M. W. Coll, her husband

STATE OF NEW MEXICO }
COUNTY OF CHAVES } SS.

On this 2nd day of August, 1946, before me personally appeared LILLIAN COLL and M. W. COLL, her husband, 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.

Witness my hand and official seal the day and year last above written.

[Signature]
Notary Public

My commission expires: October 3, 1949

CERTIFICATE OF APPROVAL
OF THE STATE OF NEW MEXICO

The undersigned, having this day examined an agreement for the cooperative or unit operation and development of a prospective oil or gas field or area, which agreement is entitled "Unit Agreement for the Development and Operation of the Comanche Area, Chaves County, New Mexico", entered into between RICHFIELD OIL CORPORATION, a Delaware corporation, as Unit Operator, and likewise subscribed by numerous Working Interest Owners and Royalty Owners, to which agreement this certificate is attached; and

WHEREAS, upon examination thereof 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 lands in the area affected;

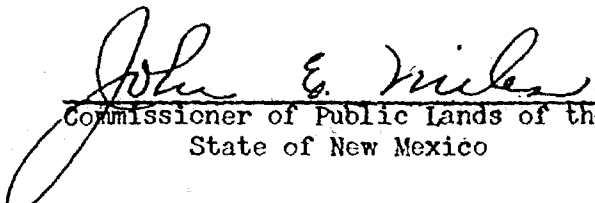
(c) that the agreement is in other respects for the best interests of the State;

(d) that the agreement provides for the unit operation of the field, for the allocation of production and the sharing of profits from the lands within the unit area covered by said agreement and committed thereto on an acreage basis, as specified in said agreement;

NOW, THEREFORE, by virtue of the authority conferred upon me by Chapter 88 of the Laws of the State of New Mexico, 1943, approved April 14, 1943, 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 said agreement as to the lands of the State of New Mexico included in

said Unit Agreement for the Development and Operation of the Comanche
Area, Chaves County, New Mexico, and subject to all the provisions of
the aforesaid Chapter 88 of the Laws of the State of New Mexico, 1943.

Executed this 28th day of September, 1946.


Commissioner of Public Lands of the
State of New Mexico

COPY OF ORDER OF OIL CONSERVATION COMMISSION

"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. 73

ORDER NO. 648

THE APPLICATION OF THE RICHFIELD OIL
CORPORATION FOR AN ORDER OF APPROVAL
OF THE UNIT AGREEMENT FOR THE DEVELOP-
MENT AND OPERATION OF THE COMANCHE AREA
WITHIN T. 10S, R. 25E, and T. 11S, R.
25E, AND T. 10S, R. 26E, AND T. 11S, R.
26E, AND T. 11S, R. 27E, N.M.P.M., CON-
STITUTING A COMPACT UNIT AREA OF
16,901.14 ACRES, CHAVES COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at ten o'clock A. M., May 8, 1946
at Santa Fe, New Mexico before the Oil Conservation Commission of New
Mexico, hereinafter referred to as the 'Commission'.

NOW, on this 8th day of May, 1946, the Commission having before
it for consideration the testimony adduced at the hearing of said
case and being fully advised in the premises;

IT IS THEREFORE ORDERED that:

The Order herein shall be known as:

'COMANCHE UNIT AGREEMENT ORDER'

SECTION 1. (a) That the project herein shall be known as the
Comanche Unit Agreement and shall hereinafter be referred to as the
'Project'.

(b). That the plan by which the Project shall be operated shall
be embraced in the form of unit agreement designated as 'Unit Agree-
ment for the Development and Operation of the Comanche Area, Chaves
County, New Mexico', annexed to petitioner's petition as Exhibit A,
and such plan shall be known as the Comanche Unit Agreement Plan.

SECTION 2. That the Comanche Unit Agreement plan shall be and
is hereby approved.

SECTION 3. (a) That the Unit Area shall be:

New Mexico Principal Meridian, Chaves County, New Mexico:

T. 10S, R. 25E, Sec. 36, S $\frac{1}{2}$ SE $\frac{1}{4}$;

T. 11S, R. 25E, Sec. 1, all;

Sec. 2, E $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 11, E $\frac{1}{2}$ SE $\frac{1}{4}$;

Secs. 12 and 13;

Sec. 14, E $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 23, E $\frac{1}{2}$ NE $\frac{1}{4}$;

Sec. 24, all

Sec. 25, NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 10S, R. 26E, Sec. 31, lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
Sec. 32, $S\frac{1}{2}$;
Sec. 33, $S\frac{1}{2}$;
Sec. 34, $S\frac{1}{2}S\frac{1}{2}$;
Sec. 35, $SW\frac{1}{4}SW\frac{1}{4}$.

T. 11S, R. 26E, (fractional) Sec. 1, Lots 1, 2, 3, 4, $S\frac{1}{2}$;
Sec. 2, Lots 5, 6, 7, 8, $S\frac{1}{2}$;
Sec. 3, Lots 1, 2, 3, 4, $S\frac{1}{2}$;
Sec. 4, Lots 1, 2, 3, 4, 5, $SE\frac{1}{4}$;
Sec. 9, Lots 1, 2, 3, 4, $E\frac{1}{2}$;
Secs. 10 to 14, inclusive;
Sec. 15, all;
Sec. 16, Lots 1, 2, 3, 4, $E\frac{1}{2}$;
Sec. 21, Lots 1, 2, 3, 4, $E\frac{1}{2}$;
Secs. 22, 23, 24;
Sec. 25, $N\frac{1}{2}$, $SW\frac{1}{4}$;
Secs. 26 and 27;
Sec. 28, Lots 1, 2, 3, 4, $E\frac{1}{2}$;
Sec. 33, Lots 1, 2, $NE\frac{1}{4}$;
Sec. 34, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$;
Sec. 35, $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$.

T. 11S, R. 27E, Sec. 6, Lots 1 to 6, inclusive, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$;
Sec. 7, Lots 1, 2, 3, 4, $NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{2}$;
Sec. 18, Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$;
Sec. 19, Lots 1, 2, 3, 4.

(b) The Unit Area may be enlarged or diminished as provided in said plan.

SECTION 4. The Unit Operator shall file with the Commission an executed original, or executed counterparts thereof, of the Comanche Unit Agreement not later than 30 days after the effective date thereof.

SECTION 5. 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 party thereto by subscribing to such Agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original of any such counterpart.

SECTION 6. The order herein shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Secretary of the Interior and shall terminate ipso facto on 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 as of the day and year hereinabove designated.

OIL CONSERVATION COMMISSION

John J. Dempsey, Chairman
/s/ John J. Dempsey

(SEAL)

John E. Miles, Member

/s/ R. R. Spurrier

R. R. Spurrier, Secretary"

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior by the act of August 8, 1946 (Public Law 696, 79th Cong., 2d Sess.), which amended the act of February 25, 1920, as amended (41 Stat. 437, 30 U.S.C. secs. 181, et seq.), I hereby take the following action this 10th day of October, 1946:

A. Certify and determine that the unit plan of development and operation in the attached agreement for the development and operation of the Comanche Unit Area, Chaves County, New Mexico, is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources therein.

B. 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.

Howard Davidson

Assistant Secretary of the Interior.