

UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY WASHINGTON 25, D. C.

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

Gentlemen:

Reference is made to the unit agreement for the Black Mesa area, Union County, New Mexico, approved December 2, 1946, I-Sec. 460.

Departmental letter of September 6 to The Pure Oil Company stated that the certificate of approval of the unit agreement would contain the following statement:

Determine and certify that the exercise of authority to control the quantity and rate of production provided in section 21 of said agreement shall be restricted within the limits made or fixed by the State Conservation Commission of New Mexico.

I very much regret that through oversight the foregoing provision was omitted when the certificate was prepared for Departmental approval. The various counterparts of the agreement now have been distributed and correction of the oversight at this time can be accomplished only by a modification of the unit agreement duly executed by all parties signing or approving the original instrument.

Your attention is invited to the fact that under the terms of section 21 of the unit agreement as now approved no control may be exercised by the Secretary of the Interior over the quantity and rate of production from privately owned or State owned land in the absence of specific written approval by your Commission. The foregoing omission therefore affects only the Federal land in the unit area which comprises about 26.7 per cent of the total unit are, and which is edge acreage to a large extent. Furthermore, the Federal acreage is interspersed with State and privately owned land.

Unless production control is made effective as to the whole of any single pool or deposit, it is not only ineffective but prejudicial to the land on which the control is exercised. Therefore it is inconceivable to me that an instance over could arise under this unit agreement as approved where any production control would be exercised without the approval of your Commission.

In the light of the foregoing discussion, I trust you will consider the unit agreement acceptable without further modification. If, however, you consider it absolutely necessary that the unit agreement be amended, the unit operator will be called upon to submit such amendment.

Very truly yours,

# OIL CONSERVATION COMMISS

December 12, 1946

Alvin Richards, Esquire The Pure Oil Company Tulsa, Oklahoma

Re: Case 87

Dear Alvin:

The approved agreement in the above caption matter, forwarded with your letter of December 10, is today filed in the case.

With kindest personal regards.

Very truly yours,

Chief Clerk & Legal Adviser

DBLINSH

}

P.S. As requested in your letter enclosed please find a set of C-101s, notice of intention to drill a well, and two bond forms -- the one-well bond form and the blanket bond form. If you contemplate drilling two or more wells, it doubtless would be more convenient to supply blanket bond. The onewell bond is to be written in the sum of \$5000. Both require corporate surety. From time to time you will need other forms as required by the regulations. These are distributed from the field office at Hobbs, to which office your superintendent may apply whenever he so desires. THE PURE OLL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO, SOUTHWESTERN PRODUCING DIVISION

TULSA, OKLAHOMA

ALVIN RICHARDS. ATTORNEY

December 10, 1946

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

Re: Black Lesa Unit Agreement -Union County, New Mexico.

Dear Sir:

We have finally procured final approval of the above agreement by the Secretary of the Interior, and I am enclosing herewith a full and completely executed copy of this agreement, together with all consents and ratifications. You will note attached a photostatic copy of the certification and approval by the Secretary of the Interior. This will give you a complete record of this entire transaction.

As it is our intention to begin a well in this area shortly, I would appreciate it very much if you would let me have some blanks, as outlined in your general rules which includes the bond and the various forms C-101 and upwards. I take it from the regulations that the minimum bond is \$5,000.00 and the blanket bond may be executed for \$10,000.00. As far as I know we have no other wells drilling in the state and presume we have no bond on file with you. I would appreciate it if you would advise us with reference to this matter.

Yours truly,

Attorney

AR:IR encl.

}

ALL AGREEMENTS CONTINGENT UPON STRIKES, FIRES, ACTS OF THE GOVEHNMENT AND CARRIERS, AND ALL OTHER CAUSES BEYOND OUR CONTROL

UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY WASHINGTON 25, D. C.

Reed. 12-9-46

1010

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

Gentlemen:

. . . .

You are hereby advised that under date of December 2, 1946, C. Girard Davidson, Assistant Secretary of the Interior, approved the unit agreement for the Black Mesa Area involving land in Union County, New Mexico. This agreement was approved by your Countission on October 8, and by the Commissioner of Public Lands for the State of New Mexico on October 19, 1946.

It is understood that the unit operator, The Pure Oil Company, will furniah you with a conformed copy of the approved agreement for your record.

Very truly yours,

mar

H./J. Duncan, For the Director.

# STATE OF NEW MEXICO OFFICE OF STATE GEOLOGIST SANTA FE, NEW MEXICO

October 23, 1947

The Pure Oil Company P. O. Box 271 Tulsa, Oklahoma

----

ATTENTION: C. E. Barnes

Gentlemen:

C

P

ì

-1

4.4

This acknowledges receipt of photostat copies of the letter from H. J. Duncan dated September 30, 1946 and of application for approval for termination of the Black Mesa unit agreement, Union County, New Mexico.

The papers will be filed in Case No. 87 on the docket of the Commission. According to the records of this office, the Black Mesa Unit agreement is terminated.

Respectfully yours,

GEORGE A. GRAHAM Attorney Oil Conservation Commission

GLG:bsp

.

# SEFORE THE OIL CONSERVATION CONSERVATION OF THE SPATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW TEXICO FOR THE PURPOSE OF CONSIDERING:

CASE NO. 87

ORDER NO. 677

THE APPLICATION OF THE PURE OIL COMPANY FOR AN ORDER OF APPROVAL OF THE UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BLACK MESA AREA WITHIN TOWNSHIP 30 N, RANGE 36E, TOWNSHIP 31N, RANGE 36E, TOWNSHIP 32N, RANGE 36E, TOWNSHIP 30N, RANGE 37E, TOWNSHIP 31N, RANGE 37E, TOWNSHIP 32N, RANGE 37E, N.N.P.M., CONSTITUTING A COMPACT UNIT AREA OF 33,030.36 ACRES, UNION COUNTY, NEW MEXICO.

### ORDER OF THE CONTRISSION

### BY THE COMMISSION:

This cause came on for hearing at ten o'clock A.M., September 13, 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 <u>Active</u>, 1946, the Commission having before it for consideration the testimony adduced at the hearing of said case, and being fully advised in the premises;

TT IS THEREFORE ORDERED THAT:

The order herein shall be known as the:

### BLACK MESA UNIT AGREEMENT ORDER

SECTION 1. (2) The project herein shall be known as the Black Hesa Unit Agreement, and shall hereinaïter be referred to as the Project.

(b) The plan by which the Project shall be operated shall be embraced in the form of unit agreement for the development and operation of the Black Hesa Unit Area referred to in the petitioner's petition and filed with said petition and such plan shall be known as the Black Hesa Unit Agreement Plan.

SECTION 2. The Black Hesa Unit Agreement Plan shall be and is hereby approved, as set out by the patition and the amonded patition in this case and said unit agreement.

SLOFICH 3. (A) The Unit Area shall be:

Francipal Maridian, New Mexico

Pownship 30 North, Range 36 Rast Sections 1, 2, and 3 Section 4, NOT 361, 50 Sector 4, NOT 361, 50 Sector Sectors 9, 10, 11, 12, 13, 14, 15 and 10 Sections 21, 22, 23 and 24. Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14 Section 22,  $\mathbb{E}_2^{\perp}$  S $\mathbb{E}_2^{\perp}$ Sections 23, 24, 25, 26 and 27 Sections 34, 35 and 36.

Township 32 North, Range 36 East

Section 36.

Township 30 North, Range 37 East

Sections 5, 6, 7 and 8 Section 17, Lots 1, 2, 3,  $W_{2}^{\frac{1}{2}} \times \mathbb{NE}_{2}^{\frac{1}{2}}$ ,  $\mathbb{NW}_{2}^{\frac{1}{2}} \times \mathbb{NE}_{2}^{\frac{1}{2}}$ ,  $\mathbb{NW}_{2}^{\frac{1}{2}} \times \mathbb{NE}_{2}^{\frac{1}{2}}$ ,  $\mathbb{NW}_{2}^{\frac{1}{2}} \times \mathbb{NE}_{2}^{\frac{1}{2}}$ Sections 18 and 19 Section 20,  $W_{2}^{\frac{1}{2}} \times \mathbb{NW}_{2}^{\frac{1}{2}}$ 

Township 31 North, Range 37 East

Sections 5, 6, 7 and 8 Sections 17, 18, 19 and 20 Sections 29, 30, 31 and 32

Township 32 North, Range 37 East

Sections 20, 29, 30, 31 and 32.

Area 33,030.36 acres, more or less.

(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 Black Mesa 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.

SECTNON 6. The order herein shall become effective on the first day of the calendar month next following the approval of Commissioner of Public Lands and the Secretary of the Enterior and small terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

3

1.1

Done at Santa Fe, Hew Lettico as of the day and year mover above descensives.

310 1

### SEFORE THE DIE CONSERVATION COFFIESION OF THE STATE OF NEW MEXICO

IS THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF THE STATE OF HEM MEXICO FOR THE PURPOSE OF COMBIDERING:

CASE NO. 87

ORDER NO. 677

Figh Br

THE APPLICATION OF THE PURE OIL COMPANY FOR AN ORDER OF APPROVAL OF THE UNIT ADDRESSMIT FOR THE DEVELOPMENT AND OPERAFICS OF THE REACK MERA AREA WITHIN TOMESHIP 30 H, RANGE 36E, TOMESHIP 31H, RANGE 36E, TOMESHIP 30H, RANGE 36E, TOMESHIP 30H, RANGE 37E, TOMESHIP 31H, RANGE 37E, TOMESHIP 30H, RANGE 37E, H-M-P-M., CONSTITUTING A COMPACT UNIT AREA OF 33,030-36 ACRES, UNION COUNTY, HEN NEELEDO.

### CHEER OF THE CONTINUESION

### BT THE COMMISSION:

- 1

This cause came on for hearing at ten o'clock A.M., September 13, 1946, at Santa Po, Hew Maxico, before the Oil Conservation Commission of New Maxico, hereinefter referred to as the "Commission".

HON, on this 8th day of <u>Detring</u>, 1946, the Commission having before it for consideration the testimeny adduced at the bearing of said case, and being fully advised in the premiser;

IT IS THEREFORE ORDERED THAT :

### The order herein shall be known as the:

### BLACK MESA UNIT AGREEMENT ORDER

GECTION 1. (a) The project herein shall be known as the Black Yeas Unit Agreement, and shall hereinafter be referred to as the Project.

(b) The plan by which the Project shall be operated shall be asbraced in the form of unit agreement for the development and operation of the Black Mesa Unit Area referred to in the petitioner's petition and filed with said petition and such plan shall be known as the Black Hesa Unit Agreement Plan.

SECTION 2. The Black Mess Unit Agreement Plan shall be and is hereby approved, as set out by the patition and the amonded patition in this case and said unit agreement.

SECTION 3. (A) The Unit Area shall be:

Frincipal Maridian, New Marico

Fownship 30 North, Hange 36 East Sections 1, 2, and 3 Section 4, NE4 SE1, S3 SE4 Sections 9, 10, 11, 12, 13, 14, 15 and 10 Sections 21, 22, 23 and 24. Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14 Section 22, Bg 58 Sections 23, 24, 25, 26 and 27 Sections 34, 35 and 36.

Township 32 North, Range 36 Rast

Section 36.

Temmship 30 Herth, Mange 37 Rast

Sections 5, 6, 7 and 8 Section 17, Lote 1, 2, 3, W2 HE2, HH2 H2 SH2, SH2 SH2, HH4 SE2 Sections 18 and 19 Section 20, W2 HH2

Teumship 31 North, Hange 37 Hast

Socians 5, 6, 7 and 8 Socians 17, 18, 19 and 20 Socians 29, 30, 31 and 32

Tounship 32 North, Range 37 East

Sections 20, 29, 30, 31 and 32.

Area 33,030.36 acres, more or loss.

(b) The Unit Area may be enlarged or diminished as provided in said plan.

SECTION 4. The unit operator shall file with the Consission an executed original, or executed counterparts thereof, of the Black Heme Unit Agreement not later than 30 days after the effective date thereof.

SECTION 5. Any party evaing rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thermafter become party thereto by subscribing to such Agreement or a counterpart thereof. The Unit Operator shall file with the Counission 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 fellowing the approval of Commissioner of Fublic Lands and the Secretary of the Interior and shall terminate ipse 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.

DIL CONSERVATION COUNTSSION

(SOD) JOHN J. DEMPSEY JOHN J. DISTRINT, CHAISPAN

(SCD) JOIN 5. MILKS JOIN N. MILKS, MERBOR

(STD) R. R. SHUPPITR G. F. DIMERLIN, SUCCERSI BEFORE THE OIL CONSERVATION CORRESION OF THE STATE OF NEW PEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MENICO FOR THE PURPOSE OF CONSIDERING:

CASE NO. 87

ORDER NO. 271

French

THE APPLICATION OF THE PURE OIL COMPANY YOR AN ORDER OF APPROVAL OF THE UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE BLACK HESA AREA WITHIN TOMESHIF 30 N, RANGE 368, TOMESHIP 31N, RANGE 368, TOMESHIP 32N, RANGE 368, TOMESHIF 30N, RANGE 378, TOMESHIF 31E, RANGE 378, TOMESHIF 32N, RANGE 378, B.H.P.M., CONSTITUTING A COMPACT UNIT AREA OF 33,030.36 ACRES, UNION COUNTY, NEW MEXICO.

### CROER OF THE COMMISSION

BY THE CONTLISSION:

This cause case on for hearing at ten o'clock A.M., September 13, 1946, at Santa Fe, New Maxies, before the Gil Conservation Commission of New Maxies, hereinafter referred to as the "Commission".

NOW, on this going day of <u>Brain</u>, 1946, the Commission having before it for consideration the testimony adduced at the hearing of said case, and being fully advised in the presizes;

IT IS THEREFORE ORDERED THAT:

The order herein shall be known as the:

### BLACK MESA UNIT AOREEMENT ORDER

SECTION 1. (a) The project herein shall be known as the Black Meas Unit Agreement, and shall hereinafter be referred to as the Project.

(b) The plan by which the Project shall be operated shall be embraced in the form of unit agreement for the development and operation of the Black Mesa Unit Area referred to in the petitioner's petition and filed with said petition and such plan shall be known as the Black Mesa Unit Agreement Flan.

SECTION 2. The Black Mesa Unit Agreement Plan shall be and in hereby approved, as set out by the petition and the anonded petition in this case and said unit agreement.

SECTION 3. (A) The Unit Area shall be:

Frincipal Neridian, New Carlos

Township 30 North, Mange 36 East Sections 1, 2, and 3 Section 4, MS2 383, 32 384 Sections 9, 10, 11, 12, 13, 14, 15 and 16 Sections 21, 22, 23 and 24. Township 31 North, Hange 36 East

Sections 1, 11, 12, 13 and 14 Section 22, 28 58: Sections 23, 24, 25, 26 and 27 Sections 34, 35 and 36.

Tewnship 32 North, Range 36 East

Section 36.

Township 30 Horth, Bange 37 East

Sections 5, 6, 7 and 8 Section 17, Lets 1, 2, 3, W2 HE2, HW2 Ny SW2, SW2 SW2, HW2 SE2 Sections 18 and 19 Section 20, W2 HW2

Township 31 North, Mange 37 Sast

Sections 5, 6, 7 and 8 Soctions 17, 18, 19 and 20 Sections 29, 30, 31 and 32

Township 32 North, Range 37 East

Sections 20, 29, 30, 31 and 32.

Area 33,030.36 acres, more or less.

(b) The Unit Area may be enlarged or diminished as provided in said plane

SECTION 4. The unit operator shall file with the Commission an executed original, or executed counterparts thereof, of the Black Hese. 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 becaus 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.

STOTION 6. The order herein shall become effective on the first day of the calendar month next following the approval of 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 Nexico as of the day and year boroimabove designated.

OLE COSS RYATE CONTRACTOR

Her Br

(300)的时间化。中国常用多数下部。1893年3月

(SOM), THE SHARP SHOW

(STO). B. KO & DRAFTS CORP.

# O CONSERVATION COMMISSION SANTA FE, NEW MEXICO

in the

- ·

1

October 8, 1946

Alvin Richards, Esquire The Pure Oil Company P. 0. Box 271 Tulsa, Oklahoma

Re: Case 87

Dear Mr. Richards:

Enclosed please find executed original and one copy of the order in the above captioned case.

The original is being photostated by Read and Company as per your order. Read and Company will transmit the photostat direct to you.

Very truly yours,

Chief Clerk & Legal Adviser

CBL:MSH

THE PURE OLD COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO, SOUTHWESTERN PRODUCING DIVISION TULSA, OKLAHONA

ALVIN RICHARDS, ATTORNEY

# August 22, 1946.

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

Dear Mr. Livingston:

Re: Case No. 87 - The Pure Oil Company, Black Mesa Unit Agreement.

I was very glad to get your letter of August 20th, advising that the above captioned case is set for hearing September 13th, at Santa Fe. I also acknowledge receipt of a copy of the notice by publication. I shall be on hand on this date, or a day or two before and go over the matter with you, and will bring witnesses for the hearing.

Yours truly, ind

Attorney

AR/M

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE ALL AGREEMENTS CONTINGENT UPON STRIKES, FIRES, AGTS OF THE GOVERNMENT AND CARRIERS, AND ALL OTHER CAUSES BEYOND OUR CONTROL

# IL CONSERVATION COMMISSIO SANTA FE, NEW MEXICO

August 20, 1940

Union County Leader Clayton, New Mexico

> Re: Notice for Publication Case No. 87

Gentlemen:

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, PLUASE SCHO PUBLISHER'S AFFIDAVIT.

For payment please submit statement in duplicate accompanied by executed voucher. The necessary form is enclosed.

Very truly yours,

Chief Clerk & Legal Adviser

CBL: MSH

# Affidavit of Publication

**ss**.

State of New Mexico, County of Santa Fe

Now 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 atached, was published in said paper oncertain work

for ONE time consecutive meeting meeting meeting meeting and to consecutive same aday not meeting 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, one consecutives k for

one time menternansecuntaring the first publication being on the

24 th day of August 1946, and more many put to a second se

for said advertisement has been (duly made), or (assessed a) court costs); that the undersigned has personal knowledge of the matters and things set forth in this affidavit.

PUBLISHER'S BILL

lines, one time at \$

......times, \$.....

Tax \$.....

Total . . . . \$.....

.....

Received payment,

By.....

Subscribed and sworn to before me this 2/2+1/

A.D., 194 ( S. S. S. Notary Public

Manager

My Gommission expires

Gunne 14, 14 1

JOTHER OF NEW METOO BLACE OF NEW METOO Cal Contextains Constitution, The Oil Uninertails Constitution, provided by her, hereby gives notice the following bearing to be hald at &

The following houring to be hald at dants The following at 10 A.M., Bugtomber 13, 2040.

The Ford Mil Contenary for appression of opproval of the unit agreement for the involument and emersion of the Mack bins Links withing Township 2017, Range 502, Township 31N, Range 302, Township 3017, Range 302, Township 3017, Range 372, Support 2017, Range 302, Township 3017, Range 515, Township 31N, Range 372, Support 300, Range 312, N.M.P.M., Support 300, Range 310, Range 310, Support 310, Range 310, Support 310, Range 310, Support 310, Suppo

Mexico. Any interested party is entitled to be

there under the seal of said Commisalin at Santa Pa, New Maxico, on August

Ny: R. R. SPUBRIER, Secretary, Pub. Aug. 24, 1946.

## VIL CONSERVATION COMMISSIC SANTA FE, NEW MEXICO



August 24, 1946

ATRMATL

Union County Leader Attention: C. E. Lough Clayton, New Mexico

> Re: Notice for Fublication Case No. 37

Gentlemen:

In reply to your letter of August 22, the legal advertisement in the above captioned patter sent you under date of August 20 is intended to be published next or earliest time it is possible to do so. As pointed out in said letter it is to be published once. Please be sure to proof read it and send publisher's affidavit upon publication.

Very truly yours,

Chief Clerk & Legal Adviser

CBL:PSH

union Gonnip Leader

PUBLIBHED THURBOAY

C. E. LOUGH, PUBLISHER E. F. LOUGH, BUSINESS MANAGER

Clayton, New Mexico Aug 22, 1446 New Mexico aif Concernation Come Santa Fe M. M.

Jentomen i lie are in recept of legal Case 87, which arrend here their morining-tro late for this publication which we moved thedress day evening. Use will new in next weeks paper unless we hear otherace, also please advise if it should dem more them one terme,

Complete Trade Area Coverage

Co.E. Laingt

NOTTOE OF PUBLICATION STATE OF NEW MEXICO OIL CONSERVATION UN MISSION

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 A.N., September 13, 1946.

Case 87

In the matter of the application of the Pure Oil Company for an order of approval of the unit agreement for the development and operation of the Black Mesa Area within Township 30N, Range 36E, Township 31N, Range 36E, Township 32N, Range 36E, Township 30N, Range 37E, Township 31N, Range 37E, Township 32N, Range 37E, N.M.P.M., constituting a compact unit area of 33,030.36 acres, Union County, New Mexico.

Any interested party is entitled to be heard.

Given under the seal of said Commission at Santa Fe, New Mexico, on August 20, 1946.

OIL CONSERVATION COMMISSION

R. R. Speuries

BY: R. R. SPURRIER, SECRETARY

SEAL

# L CONSERVATION COMMISSIO

August 20, 1946

Mr. Alvin Richards The Fure Oil Company P. O. Box 271 Tulsa, Oklahoma

ľ

Re: Case 87 - Pure Oil Company - Black Mesa Unit Agreement.

Dear Mr. Richards:

The above captioned case is set for September 13 at 10 A.M., Santa Fe, New Moxico.

Please acknowledge receipt of the enclosed notice.

Very truly yours,

Chief Clerk & Legal Adviser

CBL: MSH

JATE OF NEW MEXICO LE OF STATE GEOLOGIST SANTA FE, NEW MEXICO

Crep &1

August 5, 1947

Mr. Roy O. Yarbrough P. O. Box 1545 HObbs, New Mexico

ATTENTION: Miss Getuner

Dear Roy:

C

 $\mathbb{P}$ 

Thanks for your letter of July 28, 1947.

The information you gave enabled us to straighten out a filing error and thus secure the information needed by the Land Commissioner to terminate the Black Mesa Unit Agreement in Union County.

Very truly yours,

CEORCE A. CRAHAM Attorney, Oil Conservation Commission

GAG:bsp

# NEW MEXICO

OF ONSERVATION COMMISSION



Santa Je, New Mexico

Box 1545 Hobbs, New Mexico July 28, 1947

GOVERNOR JOHN J. DEMPSEY CHAIRMAN

LAND COMMISSIONER JOHN E. MILLEE

STATE GEOLOGIST R. R. SPURRIER BECRETARY AND TREASURER

Mr. George A. Graham, Attorney Oil Conservation Commission Box 871 Santa Fe, New Mexico

1

Dear Mr. Graham: 700

> In reply to your letter of July 25, 1947, in regard to the Report of Result of Plugging, Form C-103, on the Pure Oil Company, Black Yesa Unit well located in the NESWNE in Section 6, Township 30 N, Range 37 E, the report was approved in this office on June 2, 1947. The Original thereof was sent to the Santa Fe Office with that weeks mail.

> I have sent the forms requested by your office under seperate cover.

> > Very truly yours,

Way Yarbraugh 011 & Gas Inspector

BU Constanting Constantsalan

AUG

A MARY ST

4 1847

SUNTE

1

cg

THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO, 1026 SEVENTEENTH ST., N. W.

WASHINGTON 6, D. C.

July 23rd, 1946.

### \*\*BLACK MESA UNIT AGREEMENT. \*\*

Mr. Alvin Richards, The Pure Oil Company, P. O. Box 271, Tulsa, Oklahoma.

Dear Mr. Richards:

For your information, the Black Mesa Unit Agreement, submitted by the Pure Oil Company to the U S Geological Survey at Roswell, N.M., duly arrived in Washington, and passed thru all the necessary Divisions of the Inter Ior Department.

The Agreement was approved as written, and the approval has been initialed on the Agreement by all the various Divisions, and it has now been submitted to the Secretary for his signature, which is the final step.

Should we at this time, ask any change in the Agreement, it means that the Agreement must be recalled from the Secretary's desk; - the necessary change made in the wording, and the amended Agreement resubmitted to the Geological Survey at Roswell, N. M., and then, thence again to Washington, and thru all the necessary Divisions, such as the Geological Survey, the Mineral Division, the Law Board, and back to the Secretary. This is the decision of the Department of the Interior. In addition to this, the amended Agreement must be approved by all the signatories of the Unit Agreement.

As it now stands, the Agreement as written, initialed and approved by all the Divisions down the line is considered in effect an approved agreement and only requires the Secretary's signature. I understand that in the past, Unit Agreements worded the same as the Black Mesa Agreement have been accepted by the State of New Mexico. The right of the State of New Mexico to control oil pro ration is freely admitted by the Interior Department. If the State of New Mexico will accept the Agreement as written, it will save our Company months of time in getting started. We know from experience that it requires months of time to get a new Agreement approved, and an amended agreement takes the same procedure as a new Agreement. This is especially true now with the Interior Department short of help and swamped with new applications and new Agreements of all sorts.

Sincaraly yours,

WALTER DU MONT.

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE ALL AGREEMENTS CONTINGENT UPON STRIKES, FIGES, ACTS OF THE GOVERNMENT AND CARRIERS, AND ALL OTHER CAUSES BEYOND OUR CONTIGOL

# CONSERVATION COMMISSION

July 17, 1946

Hr. Alvin Richards The Pure Oil Company Southwestern Producing Division Tulsa, Oklahoma

Re: Fure Oil Company: Black Hose Unit Agreement, Union County, New Mexico.

Dear Mr. Hichards:

Reference is to your letter of July 9 enclosing petition for approval of Black Mesa Unit Agreement, Union County.

Detailed examination reveals the failure to include the following phrase: "within the limits made or fixed by the Commission", in Section 21, Rate of Prospecting, Development and Froduction, line 8 following the words "development and", in said line. The inclusion of this phrase was in the Picacho Unit Agreement, Lincoln County, form taken as standard as to these matters pertaining to State control and has been included in every unit agreement approved by the Commission since that time. It is presumed that the phrase in question must have been left out by some oversight. With the inclusion of the phrase the pertinent portion of the sentence involved should read as follows, the phrase in question being underlined:

"All production and the disposal thereof shall be in conformity with allocations, allotments, and quotes made or fixed by any duly authorized person or regulatory body under any Federal or State statute; provided, that the Secretary of the Interior is vested with authority pursuant to the acendatory acts of March 4, 1931, and of August 21, 1935, Apple, to alter or acdify from time to time, in his discretion, the rate of prospecting and development and, within the limits made or fixed by the Coardission, the quantity and rate of production under this agreement."

If the agreement has not already been executed, the phrase can be easily included. If the agreement has been executed, either a revised executed copy could be filed or, if more convenient, an executed supplement including the change could be filed.

# CONSERVATION COMMISSION SANTA FE, NEW MEXICO

10 m.

.

# Riehards

I

-2-

### 7-17-46

You will be advised of the date when your petition is set for bearing. Ordinarily all pending petitions that are ready for bearing are set at the same time. I believe it would be expedient to advise as soon as is possible whether the agreement with the included phrase in question or a supplement to the agreement containing such phrase will be ready for filing in due course.

Very truly yours,

Chief Clerk & Legal Adviser

CHL:HSE oc Foster Morrell C. E. Barnes, Landman Pare Oil Co., Tulsa George Graham THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO, SOUTHWESTERN PRODUCING DIVISION TULSA, OKLAHOMA

ALVIN RICHARDS, ATTORNEY

AR;M

July 9, 1946

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

Dear Mr. Livingston:

### Re: Black Mesa Unit Agreement, Union County, New Mexico.

We are to day in receipt of a letter from the Commissioner of Public Lands, Mr. John E. Miles, advising that the above agreement has been examined and found satisfactory as to form and substance, which would authorize proceedings before the Oil Conservation Commission, the final certificate to be executed after a hearing on findings of the Commission.

Following the procedure which you outlined when I was there a short time ago, I am enclosing you herewith a petition for filing with the Oil Conservation Commission.

I am also enclosing for filing, detached, a geological report and map, marked Exhibit "A", which I understand will not be generally exhibited to the public. This same geological statement and map was filed with the Commissioner of Public Lands, and I only have one executed copy left, which I trust will be sufficient. If more copies are required I can file photostats.

I am also enclosing a copy of the Unit Agreement. I left a copy or two with you when I was there, and I assume this additional copy will be sufficient for your needs at this time. We of course will file executed copies with you at or about the time of the hearing.

I would appreciate it very much if you would expedite the hearing of this as much as possible and advise me as soon as you can when a hearing can be held.

Also, if after examining these papers there is anything that is lacking I would appreciate your letting no know so that I can supply you with anything you need, and I crust if there is anything lacking that will be necessary to supply you, that it will not delay the advertising and setting of the matter down for hearing.

With kindest regards, I am,

Sincercly years, Ticans Attorney

Incl. 3. ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE ALL OTHER CAUSES BELOND DUR CONTROL ALL AGREEMENTS CONTINGENT UPON STRIKES, FIRES, ACTS OF THE GOVERNMENT AND CARRIERS, AND ALL OTHER CAUSES BELOND DUR CONTROL

THE PURE OIL COMPANY P. O. BOX 271 Tulsa 2, Okla.



FG1

## July 16, 1947

Mr. John E. Miles Consissioner of Public Lands Santa Pe, Now Marice

Dear Mr. Miles:

С

0

P Y

> We are enclosing herewith original and two copies of Application for Approval of Termination of Black Mesa Unit Agreement I-Sec. No. 460, covering an area of 33,030.36 acres in Teumships 30, 31 and 32 North, Ranges 36 and 37 Baut, N. M. P. M., Union County, New Mexico.

The Pure Oil Company has drilled two dry holes on the unitiged lands, as follows:

Well #1 - MER MER SER of Section 13, Township 31 North, Range 36 Hast. Date commanded: 12-30-46. Total Depth: 3514 Ft. Plagged and abandoned: 3-1-47.

Well #2 - NE: SN: NE: Section 6, Township 30 North, Range 37 East. Date commensed: 1-20-1:7." Total Depth: 3561 Pt. Plugged and abandoned: 5-23-1:7.

We respectfully request your approval of the enclosed Application for Approval of Termination of Black Meas Unit Agreement.

If there is any additional information, or any further requirements necessary, we shall be flad to furnish same upon request.

Yory proby mantes

And a state

ous s Enc.

Mr. R. R. Spurrier Santa Fe, New Mexico V APPLICATION FOR APPROVAL OF TREASSON OF AP BLACK LOSA UNDY CHILLESNY URICH COMMY, NEW LOXICO

YO THE R N RABLE SECRATARY OF YOR INTERIOR OF THE DIMITED STATES and TO YOR HUMARABLE CONSIDERIAL OF POBLIC LARDS OF THE OFALL OF NEW FEXICO:

Count now The Pare Oil Coupany, an Ohle corporation, and respectfully requests the approval by the Secretary of the Interior of the United States and by the Counterlands of Public Lands of the State of New Musice of the termination of the Black Near Unit Agreement I-Sec. No. 560 covering and affecting eartain lands lying and being situate in the County of Omion and State of New Section theorem particularly described and in support thereof would show

That applicant, The Pure 011 Company, is the camer of in encous of 75% on an acroage basis of the working interest rights in the unitized land 'described in, powered and embrased by the Black Mean Hait Agreement; the sold applicant being the camer of all of the working interest rights in sold unitized land.

That Section 20 of the aferenaid Mait Agreement provides for its termination, with the approval of the Secretary of the Interior of the United States and of the Coomissioner of Public Lands of the State of New Maxico, upon the commant of comer of 755 on an acroage basis of the working interest rights in the unitized land and that the requisite commant is evidenced by the execution of this application by the maid The Sure Oil Company, owner as aforemaid of in emposes of 755 of the working interest rights in unitized land.

5

CAP

Respectivilly substituted while 18 thing of duty, 1927.

han he

2000-1203-200320 (A. ) 2004 COART AN ATTAC

and a second second second

the Constant of the state of the states of t

That he is basefor of the functions of the sector destring theirs of the ture Oil company, and that he has read the electo and therefoing application for Approval of the formination of the Black tem that agreement, and from personal knowledge he knows the matter and the otherate should be not main another.

1818 and a second of a new of an ender back of the second of the second

S. And Secural 23/

THE PURE OIL COM MAY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO

TULSA, OKLAHOMA

October 16, 1947

Graham 8

09

Mr. John E. Miles Commissioner of Public Lends Santa Fe, New Mexico

Dear Sir:

In connection with the termination of the Black Mesa Unit Agreement, we enclose copy of letter from H. J. Duncan, together with copy of Application for Approval of Termination of Black Mesa Unit Agreement, Union County, New Mexico.

C

Very truly yours,

-

C. E. BARNES

200

CEB /1s Enc.

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

UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY WASHINGTON 25, D. C.

SEP 0 3 1647

The Pure Oil Company, P. O. Box 271, Tulsa, Oklahoma.

Gentlemen:

On September 26, 1947, W. E. Wrather, Director of the United States Geological Survey, approved termination of the Black Kesa unit agreement, Union County, New Mexico, I-Sec. No. 460. The records of the Geological Survey indicate that termination of the unit agreement was approved by the Commissioner, Public Lands for the State of New Mexico on Angust 5, 1947. This unit agreement was originally approved on December 2, 1946, and is terminated effective September 26, 1947.

One approved copy of your application for termination is enclosed for your record. Only two copies of approval of termination by the State of New Mexico ware furnished and these have been retained to complete the files of the Survey.

Very truly yours,

the Director. Η. 1.5

Inclosure 427.

16

教育主義

NE RYATION .

JUL 28 100

GEOLOGICAL SUC

FG1

TO THE HOMORANCE MEMORYANCE OF and TO THE MONTHABLE COMPLETED . . . 677

VELL, NEW MEXICO Sense may The Pure GLL Company, an Wile composition, and respectfully requests the approval by the Secretary of the Intention of the United Statut and by the Constantionir of Public Lands of the State of Nor Musice of the boundantion of the Sinds Man July Augustant 3-Dec. No. 160 covering and afforting cortain lambs lying and baing alterity in the County of Value and State of New Mexico theorems purchasing des and in appert thereof would she

Their applicant, The Pare 611 Coupany, is the came of in an of 756 on an anyongo bushe of the working intervet slights in the weithold land described in, several and estanooil by the Black Heat Tale Age the sold applicant toing the ensured all of the winding interest slights in and unitied land-

That Postion 30 of the afternantic Valit Agreement pro the termination, with the approval of the Desprincip of the Inhester of the Takton States and of the Ommigalance of Public Saude of the State of Her Heales, upon the encount of encore of 736 on an unsings have of the ing interest sights in the unitiest land and that the soulishes to coldeneed by the exception of this application by the axid the Pape GL my, owner as advectable of in amount of 755 of the world

rights in unbiased land.

My minister this 12 the state of the

A.12001

- 1NB7 APPROVED. lle

Director, United States Geological Survey

TANK (F CELANDER ) 

6.3

### CERTIFICATE OF APPROVAL

### STATE OF NEW MEXICO

The undersigned, having this day emmined an agreement for the ec-operative or unit operation and development of a prospective oil or gas field or area, which agreement is emtitled "Black Heam Unit Agreement, Union County, New Mexico," entered into between The Pure Oil Company, Operator, and likewise subscribed by mumerous 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 eil and gas and the better utilization of reservoir emergy 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;

e. That the agreement is in other respects for the best interest of the State;

d. That the agreement provides for the unit operation of the field, for the allocation of production, and the sharing of proceeds from a part of the area covered by the agreement on an acreage basis as specified in the agreement.

NOW, THEREPORE, by virtue of the anthority conferred upon me by Chapter 88 of the Lemm 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 cil 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 Black Mesa Unit Agreement, and subject to all the provisions of the aforesaid Chapter 88 of the Laws of the State of Mew Mexico, 1945.

Executed this 19th day of October , a. D. 1946.

E, miles Consideration of Public Lands of the State of New Marlon

### BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

APPLICATION FOR APPROVAL OF BLACK MESA UNIT AGREEMENT, UNION COUNTY, NEW MEXICO:

6

NO.

### AMENDMENT TO PETITION

Comes now the Pure Oil Company and files this amendment to its petition heretofore filed in this cause and represents to the Commission as follows:

That in its Black Mesa Unit Agreement filed herein your petitioner inadvertently omitted a prevision which should have been a part of Section 21 of said agreement; wherein it is provided that the Secretary of the Interior, under the Acts of Congress of March 4, 1931 and August 21, 1935, could alter or modify from time to time, in his discretion, the rate of prospecting and development, that provision omitted being that such action on the part of the Secretary of the Interior should be "within the limits made or fixed by this Commission".

Your petitioner prays such omission be considered as a part of its petition herein and that any approval of such agreement by this Commission or the Secretary of the Interior or the Commissioner of Public Lands be conditioned on the right and suthority of this Commission to fix the rate of prospecting and development.

THE PURE OIL COMPANY

By: Chun therands

NEW MEXICO OIL CONSERVATION COLDISSION,

STATE OF NEW DEXICO.

APPLICATION FOR APPROVAL OF BLACK MESA UNIT AGREEMENT, UNION COUNTY, NEW MEXICO.

# •

No.

# PETITION

Comes now the undersigned, The Pure Oil Company, and files two copies of a Unit Agreement for the development and operation of the Black Mesa Unit, Union County, New Mexico, and hereby makes application for the approval of said agreement by the New Mexico Oil Conservation Commission, and in support thereof shows:

1. That the Unit Area designated in said agreement covers 33,030.36 acres, and is situated in the northeast part of Union County, in the State of New Mexico. That of said acreage embraced within said Unit Area, 8,807.69 acres are owned by the United States of America, 8,249.94 acres are owned by the State of New Mexico, and 15,972.73 acres are privately owned; that your petitioner has valid and subsisting oil and gas mining leases, or has agreed to purchase assignments, covering the same, as to all the lands with exception of approximately 520 acres, and that said agreement has been executed by your petitioner and numerous owners of royalty interests in said lands, involving approximately 98.42% of the working interest, and approximately 94.6% of the fee or royalty interest.

2. That the area designated in said unit has herotofore been designated by the Director of the Geological Survey of the Department of the Interior as a logical area for exploration and development as a unit of any oil or gas deposits which may be discovered.

3. Your petitioner, the undersigned, designated Operator and given authority to carry on operations necessary for development and exploration of the unit area for eil and gas, subject to regulations of the Secretary of the Interior, the Consissioner of Public Londs of the State of New Mexico, and the New Mexico Cil Conservation Commission, states that under the terms thereof a test well for eil and gas is to be started within six menths after effective duty of a way and addited upon on a prot of the unit even to the Secretary of of eet

-1~

less than six thousand (6000) feet, unless at a lesser depth a full deposit of unitized substance is discovered, or it shall be determined that further drilling would not be warranted.

4. That the proposed agreement follows substantially the same form of Unit Agreement heretofore approved by the Oil and Gas Conservation Commission, the Commissioner of Public Lands of the State of New Mexico, and Secretary of the Interior of the United States. Petitioner has submitted a copy of this agreement to the Department of the Interior of the United States, who has indicated its approval of said agreement, formal approval to be deferred and to be effective only if approved by the State of New Mexico acting through its Oil Conservation Commission and the Commissioner of Public Lands. It is believed that the operation to be carried on under the terms of this unit agreement would promote economical and efficient recovery of oil and gas, and the better utilization of reservoir energy because it provides for well specing in accordance with such rules as may be prescribed by the Oil Conservation Commission; permits drilling, engineering, development and production practices on federal, state and privately owned lands to be conducted in accordance with the plan which has the joint approval of state and federal authorities and under a unified management, and makes possible the production of wells in the field in such a manner as may be directed by public authority so as to avoid water intrusion, waste of gas, or competitive production practices. That under this agreement the State of Now Mexico will receive its share of oil or gas, which will be allocated to it on an acreage basis in any and all participating areas which may be established.

Petitioner further states that this unit area is with all respects to the best interest of the State with respect to State lands, and tends to premote the conservation of oil and gas, and to eliminate waste of these substances.

5. That upon an order being entered by the New Mexico Gil Conservation Consission approving said agreement, and after approval thereof by the Consissioner of Public Lands of New Mexico and the Secretary of the Interior of the United States, an approved copy of said agreement will be filed with the New Mexico

-2-

Oil Conservation Commission.

6. A geological report concerning the structure is marked Exhibit "A" and filed herewith. To this geological report is attached a map showing the outlines of the unit area and the structure.

WHEREFORE, the undersigned applicant respectfully requests that a public hearing be held on the matter of the approval of the said Unit Agreement, as provided by Statutes of New Mexico and regulations of New Mexico Oil Conservation Commission, and that upon said hearing said agreement be approved by the New Mexico Oil Conservation Commission.

Respectfully submitted,

THE PURE OIL COMPANY renarch B
c. No. 460 **R**. . 51 S ... ¢. 5.65 . ,

#### BLACK LEESA UNIT AGREEMENT

#### UNION COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the ZGthday of MARCH., 1946, by and between the parties subscribing or consenting hereto:

#### WITNESSETH:

WHEREAS, the parties subscribing 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 the 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, 443, 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. 38, Laws 1943) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

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

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

# LINS AND REGU-

1. The Act of Congress, approved February 25, 1920, subra, as amended, 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 and all pertinent and reasonable regulations hereafter issued thereunder, including operating and unit plan regulations, and not inconsistent with the provisions hereof, are accepted and made a part of this agreement.

#### DEFINITIONS:

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

(a) "Secretery" 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) "Eupervisor" shall mean the Oil and Gas Supervisor of the United States Geological Survey and those persons or agennies 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 Conmission of the State of New Mexico and those persons duly authorized to act for and in its behalf.

- 1 -

(e) "Norking Interest Owner" shall mean a party hereto whose interest in the unitized substances under existing contracts and under this agreement is subject to a charge for, or an obligation to pay a portion of the costs and expenses of operations hereunder.

(f) "Royalty Owner" shall mean a party hereto or consenting hereto whose interest in the unitized substances is free from any obligation, liability, or charge for and on account of the costs and expenses of operations hereunder.

(g) "Paying Quantities" 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.

#### UNIT AREA:

3. The following described lands situated in Union County, New Mexico, are hereby designated and

recognized as constituting the Unit Area:

#### Principal Meridian, New Mexico

Township 30 North, Range 36 East

Sections 1, 2 and 3 Section 4,  $NE_{4}^{1}$   $SE_{4}^{1}$ ,  $S_{2}^{\frac{1}{2}}$   $SE_{4}^{\frac{1}{4}}$ Sections 9, 10, 11, 12, 13, 14, 15 and 16. Sections 21, 22, 23 and 24.

### Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14. Section 22,  $E_{2}^{\frac{1}{2}}$  SE $\frac{1}{4}$ Sections 25, 24, 25, 26 and 27. Sections 34, 35 and 36.

Township 32 North, Range 36 East

Section 36.

Township 30 North, Range 37 East

Sections 5, 6, 7 and 8. Section 17, Lots 1, 2, 3, W2 NE2, NM4, N2 SM4, SM4 SM4, NM4 SE2. Sections 18 and 19. Section 20, N2 MM4

Township 31 North, Range 37 East

Sections 5, 6, 7 and 8. Sections 17, 13, 19 and 20. Sections 29, 50, 31 and 32.

Township 32 North Rango 37 East

Sections 20, 29, 30, 31 and 32.

Aroa 33,030.36 acres, more or less.

The Unit Operator, with the consent of the owners of a majority, on an acreage basis, of the working interest rights in the unitized land and subject to the approval of the Secretary, the Commissioner and the Commission, may enlarge the unit area to include other lands believed to be productive of the unitized substances, or may with like consent and approval, diminish the unit area to oxclude lands not in any participating area hereunder which are

#### believed to be barren of the unitized substances.

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 known ownerships of oil and gas rights in all land in the Unit Area. Said exhibits shall be revised by the Unit Operator whenever any change in the unit area or ownership of unitized interests renders such change necessary, and revised exhibits shall be filed with the record of this agreement.

#### UNITIZED SUBSTANCES AND LAND:

4. All oil, gas, natural gasoline and associated fluid hydrocarbons producible from land subject to this agreement, in any and all sands or hori-

zons, are unitized under the terms of this agreement and hereinafter are called "unitized substances". The term "unitized land" whenever and wherever used in this agreement is defined as and limited to that part of the land within the unit area which, on the effective date hereof, has been committed to this agreement or which, although not committed hereto on said effective date, may be admitted to unitization through the subsequent execution hereof as hereinafter provided in Section 24.

#### UNIT OPERATOR:

5. The Pure Oil Company, an Ohio corporation, is hereby designated as Unit Operator and by signature hereto commits to this agreement all interests in unitized substances vested in it and agrees and consents to accept the duties and obligations of Unit Operator to conduct and manage the operation of said unit area for the discovery and development of unitized substances as hereinafter pro-

vided. Herein 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 right to resign as Unit Operator may be exercised whenever said Unit Operator is not in default under this agreement, but no Unit Operator shall be relieved from the duties and obligations of Unit Operator for a period of 3 months after notice of intention to relinquish such duties and obligations has been served on all owners of working interests and lesses subject hereto, the Commissioner, and the Secretary of the Interior, unless a new operator shall have been selected and approved and shall have assumed the duties and obligations of Unit Operator prior to the expiration of said 3-month period. The Unit Operator shall be subject to removal by the owners of working interest rights in the unitized land in like manner as herein provided for the selection of a new Unit Operator.

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 and not necessary for the preservation of wells 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 terrination 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 soverally 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 interest in lands of the State of New Mexico.

SUCCESSOR UNIT

6. 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 unitized land included in the unit area until a participating area shall have been established, shall select a new Unit Operator; provided, that if less than a three-fourths 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 selections 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 three (3) months after notice by Unit Operator of intention to relinguish its rights as Unit Operator, this unit agreement shall automatically terminate at the expiration of said three (3) months period; provided, however, that should a participating area or areas have been established and production of the unitized substances taken therefrom, effective only as to the lands within the participating area or areas, the said three month period shall be extended to one year if so required by the Secretary or the Commissioner.

RIGHTS AND OBLIGATIONS OF UNIT OPERATOR: 7. Except as hereinafter specified, the exclusive right, privilege, and duty of exercising any and all rights of the parties signatory hereto which are necessary or convenient for prospecting for, producing, storing, and disposing of the univized

substances 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 together with this agreement, shall constitute and define said Unit Operator's right, privileges and obligations in the premises; provided that nothing herein shall be construed to transfer any title of any kind, it being understood that under and pursuant to this agreement the Unit Operator, in its capacity as such, shall exercise the rights of possession and use vested in the parties hereto only and exclusively for the purposes herein specified. The Unit Operator shall, subject to and in accordance with the terms and provisions of the operating agreement hereinafter referred to, pay all costs and expenses of operations with respect to the unitized land, and shall charge such costs to the account of the owners of working interest rights in the unitized land in accordance with said operating agreement; no portion of such costs to be charged to the royalty owners, as such.

The development end operation of and upon any portion of the unitized land 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 of mode tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanling anything to the contrary in any lease, operating agreement or other contract.

DRILLING TO DISCOVERY:

1

5. Within six months after the effective date of this agreement, Unit Operator shall begin operations on the unitized land to drill an adequate test well at a location to be approved by the Supervisor, if such location i: upon lands of the United States, or to be approved by the Commission if upon State or patented lands, and thereafter continue such drilling diligently until said well shall have been drilled to a depth not less than 6,000 feet unless a deposit of unitized substances which can be produced in paying quantities shall be discovered in said well at a lesser depth, or unless formation is encountered which would render further drilling inadvisable or impracticable. If said first well, drilled as aforesaid, fails to result in the discovery of unitized substances capable of being produced in paying quantities, Unit Operator or his successor shall thereupon commence within six (6) months after the completion of the former well, and drill diligently, one at a time, additional wells until a well capable of producing unitized substances in paying quantities 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 the Commissioner may grant extensions of time for the commencement of any such well, and provided further that nothing herein contained shall preclude any Operator from effectively resigning as provided in Section 5 hereof before any obligation to commence a second or subsequent well accrues hereunder, and be relieved of the obligation to commence such well, Upon failure to comply with the drilling requirements of this section this unit agreement will be subject to cancellation after reasonable notice by the Secretary and the Commissioner.

PLAN OF DEVELOPMENT AND OPERATION: 9. 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 and operation for the Unit Area, which plan or subsequent modifications thereof, when so approved, shall constitute the further drilling and operating obligations of the Unit Operator. Reasonable diligence shall be exercised by Unit Operator in complying with any plan of development approved hereunder. Said plan for further development and operation on like approval shall be modified from time to time whenever necessary to meet changed conditions or to protect the interests of all parties to this agreement and thefurther 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 hereunder shall be subject to the approval by the Supervisor as to wells on federal land and by the Commission as to wells on state and patented 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 unit area, and may and shall operate all productive wells in conformity with good operating practices, and the conservation principles of this agreement.

PARTICIPATION AFTER DISCOVERY: 10. Upon completion of a productive well as a&resaid, Unit Operator shall submit for the approval of the Secretary, the Commissioner and the Commission, a schedule, based on sub-divisions of the public land

survey, of unitized lands then regarded as reasonably proved to be productive of unitized substances in paying quantities; all unitized land in said schedule, when approved, to constitute a participating area effective as of the date of first production. 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 govern the allocation

of production from and after the date the participating area becomes effective and until the date of the effectiveness of an approved revision thereof. With the approval of the Secretary, Commissioner and the 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: (a) whenever such action appears proper as a result of further drilling operations, to include additional unitized land then regarded as reasonably proved to be productive in paying quantities, or (b) whenever, pursuant to Section 24 hereof, but subject to the approval therein provided for, any tract known or believed to be productive in paying quantities becomes eligible for inclusion in a participating area; and a new schedule of percentage acreage interests conformable to such revision shall thereupon be fixed. The effective date of any such enlargement shall be the date of first production from the well which reasonably demonstrates the productivity of the additional unitized land included, exce of that for an enlargement to embrace a tract rendered eligible for inclusion through the operation of the provisions of said Section 24 the effective date shall be the first day of the calender month next following the date of the approval provided for in said Section 24. Additional unitized land included in an enlargement of a participating area may, but need not, be contiguous to the unitized land previously enbraced thereby. Should further development following the establishing of separate participating areas demonstrate the existence of a single deposit of unitized substances rather than separate deposits, then the two or more participating areas may be consolidated as a single participating area; the effective date of such consolidation to be the date of first production from the well which demonstrates the continuity of the single deposit. No land, or any interest therein, once included in a participating area shall be excluded from such participating area on account of depletion of the unitized substances therefrom or for any cause save loss of title. In the event title to a tract of unitized land once included in a participating area or any portion thereof, or any interest therein, divided or undivided, should fail, then the net interest only on which title has failed shall be excluded from the participating area unless the owners of a majority, on an acreage basis, of the working interest rights in the participating area affected, deem impracticable the continued operation of the remaining portion of said tract, or the remaining interest therein as a part of said participating area, in which event the entire tract and all interest therein shall be excluded; otherwise, said tract, as to the portion thereof, or the net interest therein to which the title shall not have failed, shall retain its character as unitized land and continue as a part of said participating area, notwithstanding any other provision hereof. The effective date of any revision of a participating area occasioned by loss of title shall be the date of the final determination of the question of title, by judgment, decree, settlement or otherwise. unless by the terms of such determination a different date be specified. It is the intent of this Section that the participating area or areas shall at all times represent as nearly as possible the area known or reasonably estimated to be, or to have been, productive in paying quantities; but, regardless of any increase, decrease or consolidation of any participating areas, nothing horein contained shall be construed as requiring any retroactive apportionment of any sums accrued or paid for production obtained prior to the effective date of a revision thereof.

Until a participating area or areas has or have been established 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 of a participating area, the portion of all payments affected by such absence of agreement, except the royalties due the United States and the State of New Mexico, may be impounded in a manner mutually acceptable to the owners of working interest rights in unitized land.

DEVELOPMENT OF LANDS OUTSIDE THE PARTICIPATING AFEA: 11. It is understood that the owners of working interest rights in the unitized land are entering into an operating agreement pertaining to mattors of interest only to owners of working interest rights therein, which operating agreement is and shall be subordinate to the provisions of this unit agreement concerning operations and development in the unit area. Subject hereto, all drilling and development operations shall be conducted upon unitized land in accordance with the provisions of said operating agreement. In the event, pursuant to said operating agreement, a well be drilled by the Unit Operator, or by a working interest owner other than Unit Operator, upon unitized land not within a participating area, then (a) if such well results in production of unitized substances in quantities sufficient to justify inclusion of additional lands in a participating area either the land reasonably believed to be proven productive shall be added to an established participating area, or, if a separate deposit is discovered, a separate participating area shall be established, in the manner provided in Section 10 hereof, and the investment costs incident to the drilling and operation thereof shall be borne by certain owners of working interest rights as provided in said operating agreement; or (b) if such well be non-productive of unitized substances or results in production of unitized substances in producible quantities but in quantities insufficient to justify the inclusion of such well and the tract upon which it is located in a participating area, neither such well nor the tract upon which it is located shall be added to a participating area, or included in a separate participating area, but the investment costs incident to the drilling thereof, and if produced to the operation thereof, shall be borne by certain working interest owners on the basis provided in the aforementioned operating agreement; in such case, such well, if produced, shall be produced subject to the drilling and producing requirements hereof, and royalties in amount or value of production from such well, as well as rental charges, if any, as specified in the lease affected, shall be paid to the lessor therein by the party operating said woll. The determination as to the capacity of wells drilled hereunder shall be made by the Unit Operator whose judgment exercised in good faith shall be binding and conclusive when approved by the Secretary of the Interior and the Commissioner.

ALLOCATION OF PRODUCTION ROYALTIES: 12. Subject to the provisions of Section 11, all unitized substances produced under this agreement, except any part thereof unavoidably lost, or used for production and development purposes hereunder, which may be so used by the Unit

Operator royalty free, shall be deemed to be produced equally on an acreage basis from the several tracts of land of the same 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 of which it is a part. Unitized substances produced from any participating area and used in conformity with good operating practice under an approved plan of operation for repressuring or cycling in the same participating area 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 less a due allowance for gas consumed in plant operations or unavoidably lost may be drawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom, provided that such withdrawal shall be at such time as may be provided in the plan of 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 saved during the preceeding calender month. Such royalties shall be paid by the party operating the wells, but nothing horoin shall operate to relieve the lessees, or any of them, of their primary 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.

#### GOVERNMENT ROYALTIES:

13. Royalty due the United States on account of unitized lands owned by the United States shall be computed as provided in the operating regu-

lations and paid as to all unitized substances on the basis of the amounts thereof allocated to such land as provided herein at the rate 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 shall be determined for each participating area in accordance with the operating regulations as though all of the unitized lands within each participating area of which such land is a part were a single consolidated lease. During the period of the national emergency declared by the President 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 122 per centum unless a lower rate is prescribed in the leases.

#### RENTALS :

11. Except as above provided in Section 11, the Unit Operator, on behalf of the respective

lessees, shall undertake with reasonable diligence to pay all rentals of whatsoever kind on account of unitized land and shall charge the cost thereof to the appropriate parties conformably with their respective rental obligations. 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 allocated royalty share of the unitized substances of the United States to repayment for rentals advanced hereunder on federal leases to the same extent as otherwise allowed in the case of an individual federal lease. Nothing herein contained shall operate to relieve any lessee of his primary obligation to pay the rentals under the terms of his respective lease or leases, or to render the Unit Operator liable to any working interest owner or other party because of any erroneous payment or failure to make timely payment of any rental which may become due.

#### CONSERVATION:

15. 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 or regulations.

#### DRAINAGE:

15. 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 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.

#### NON-UNITIZED LAND:

17. Any land within the unit area not subject to the terms of this agreement which is now or hereafter may be under control of any or all of the

signatories to this agreement shall be developed and operated in accordance with the terms of this agreement to the extent that such development and operation shall not conflict with the contract under which control of the said land is held.

LEASES AND13.The parties hereto or consenting hereto holding<br/>interests in leases embracing unitized land of<br/>the United States or of the State of New Mexico<br/>consent that the Secretary and the Commissioner<br/>respectively may, and said Secretary and Commis-<br/>sioner, 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.

The parties hereto owning interests in unitized lands other than those of the United States or the State of New Mexico, by subscribing or consenting to this agreement do hereby severally agree that the respective leases covering their several lands or interests therein may be and remain in force and effect as herein provided: (a) Until all or a portion of the unitized land covered by any such lease shall have been included in a participating area established and approved hereunder the delay rental prosisions of each such lease shall be and remain as in such lease contained. (b) From and after the effective date of the inclusion of all of the unitized land covered by any such lease in a participating area established and approved hereunder, said lease shall be and is hereby extended without further delay rental obligation as to all of the unitized land covered thereby for the full term of this white agreement. (c) From and after the effective date of the inclusion of a portion of the unitized land covered by any such lease in a participating area established and approved hereunder, all provisions of said lease relating to the payment of delay rentals shall be satisfied as to the portion of said land so included, and such lease shall be and is hereby extended as to the unitized lands covered thereby so included in a participating area without further delay rental obligation for the full term of this unit agreement. (d) After a portion of the unitized land covered by any such lease has been included in a participating area, such lease may be maintained in force and effect as to the non-included portion of the unitized land covered thereby by the payment or tender of delay rentals at the rate and in the manner specified in such lease. (e) In the event all or any portion of the unitized land covered by any such lease is not included in a participating area at the expiration of the primary term of such lease, the term of such lease is hereby extended to run concurrently with the term of this unit agreement and such lease may be maintained in force and effect during said extended term as to all or the non-included portion of the acreage covered thereby through the continued payment of delay rentals as hereinabove provided.

The Secretary, Commissioner, and, except as otherwise provided in the preceding paragraph of this Section, all parties hereto further determine, agree and consont 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 doemed 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, so long as unitized substances are produced anywhere on unitized land in paying quantities; that prior to such discovery of unitized substances anywhere on unitized land the expiration date of each lease of Foderal land shall be the date prescribed in the 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 loase, and that no lease shall expire on account of such suspension, as to land in the unit area.

The parties hereto or consenting hereto, holding interests in leases subject to this agreement embracing unitized 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, subject to the provisions of Section 4 hereof, consent and agree to the extent of their respective interests, that all such leases and agreements shall conform to the provisions of this agreement.

#### COVENANTS RUN WITH LAND:

19. The covenants herein run with the land 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 calender month after the Unit Operator has been furnished with an original, photostatic or certified copy of the instrument of transfer.

EFFECTIVE DATE AND TERM: 20. This agreement shall become offective on the first day of the calender month next following approval by the Secretary or the Commissioner, whichever last approves the same; provided that

nothing herein shall be construed to waive or limit the right of the Commission to approve this agreement pursuant to state law. This agreement shall terminate five (5) years from and after its effective date 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 unitized land, in which case this agreement shall remain in effect as long as unitized substances can be produced from the unitized land in paying quantities; or (3) it is proved at an earlier date that the Unit Area is incapable of production of unitized substances in paying quantities, and with the approval of the Secretary and the Commissioner, notice of termination is given by Unit Operator to all parties in interest by lottor addressed to them at their last known address; or (4) it is terminated as provided in Sections 6 or 8 hereof; provided that, with the approval of the Secretary and the Commissioner, this agreement may be terminated at any time with the consent of the owners of 75% on an acreage basis, of the working interest rights in the unitized land,

#### RATE OF PROSPECT-I'G, DEVELOPMENT, AND PRODUCTION:

21. All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under any Federal or

State statute; provided, that the Secretary of the Interior is vested with authority pursuant to the amendatory acts of March h, 1931, and of August 21, 1935, supra, to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement, such authority being heroby 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 Hew 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.

#### FORCE MAJEURE:

#### 22. Failure or dolay 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.

#### NON-DISCRIMINATION:

23. The Unit Operator expressly agrees that in any and all operations conducted hereunder, it shall not discriminate against any employee or appli-

cant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

SUBSEQUENT JOINDER: 24. Any person owning rights in the unitized substances within the unit area which have not been committed hereto prior to the effective date

hereof, may nevertheless thereafter subscribe this agreement, and if such parties are working interest owners they shall also subscribe the operating agreement and comply with all terms and conditions therein set forth; provided, however, that no tract or tracts which have been, are, or may reasonably be believed to be productive of unitized substances at the time of such subsequent execution hereof, shall be thereby rendered eligible for inclusion in a participating area, without the approval and consent of the owners of a majority, on an acreage basis, of the working interest rights in the affected participating area as existing at the time of the subsequent execution; or, in the event no participating area shall have been established, no execution hereof subsequent to the effective date of this agree-\_ mont shall make any tract or tracts subject to treatment hereunder as unitized land without the approval and consent of the owners of a majority, on an acreage basis, of the working interest rights in the unitized land as comprised at the time of such subsequent execution; provided, further, in no event shall any retroactive apportionment of any sums accrued or paid for production be required by reason of the execution hereof by any party subsequent to the effective date of this agreement.

CONFLICT OF SUPERVISION 25. Neither the Unit Operator nor the working intorost 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 concenting 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 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.

#### LOSS OF TITLE:

26. In the event of a dispute as to title as to any interest in unitized land, Unit Operator may withhold payment on account thereof without liability for interest until

the dispute is finally setuled; provided that, as to Federal lands or . leases, no payments of funds due the United States shall be so withheld but such funds shall be deposited with the Register of the District Land Office to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

#### COUNTERPARTS :

Attest:

Attest:

1

27. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and have set opposite their respective names the date of execution.

Date MARCH ZGIG, 1946

Assistant Secretary,

#### UNIT OPERATOR

THE PURE OIL COMPANY

WORKING INTEREST OWNERS

By\_

Date MARCH 26th, 1946

THE PURE OIL COMPANY

David Barry, Jr.

estern Producing Division

SOLE HEIRS OF ESTATE OF BELLE STOPE BARRY.

Barry.

Ellis Laftery.

Assistant Secretary.

Date , 1946

, 1946 Date

Date , 1946

Date , 19/16

Date \_\_\_\_\_, 1946.

Charles S. Rexroad.

H. C. Collister

Date	, 1946	F. H. Brierton.	1997 - Carb, audio Angel The Lottings - contractor
Date	, 1946	Al Andreano	
Date	<b>,</b> 1946	Virginia Andrean	10
	APPROVED THIS	DAY OF	, A.D. 1946
	Commissioner of P	iblic Lands of the Stat	te of New Mexico
	APPROVED THIS	DAY OF	, A.D. 1946
	OIL CONSERVATION (	COMMISSION OF THE STATE	OF NEW MEXICO
•	Ву		

.

1

•

· · · · · ·

~ )

.

.

STATE OF OKLAHOMA )

COUNTY OF TULSA )

On this <u>7Cth</u> day of <u>MARCH</u>, 1946, before me appeared JOHN D. MONUTT, to me personally known, who, being by me duly sworn, did say that he is the Manager, Southwestern Producing Division of The Pure Oil Company, an Ohio Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said JOHN D. MONUTT acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

Public

JAN 816 1948

STATE OF )

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

Notary Public

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

On this day of ..., 1946, before me personally appeared Ellis Laftery and Laftery, 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.

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

Notary Public

STATE	OF)
COUNTY	OF)

On this day of , 1946, before me personally appeared Charles S. Rexroad and Rexroad, 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.

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

Notary Public

COUNTY OF

On this day of . 1946, before me personally appeared H. C. Collister and Collister, 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.

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

Notary Public

STATE OF

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

- 1

Notary Public

STATE OF )

On this day of ..., 1946, before me personally appeared Al Andreano and Virginia Andreano, 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.

Given under my hand and official seal the day and year in this certificate first above written.

My Commission expires:

Notary Public

\_\_\_\_\_

}





<u>z</u>ω<sub>-</sub>



-0

\* 34 M. A.S.

### EXHIBIT "B"

#### SCHEDULE OF OWNERSHIP OF OIL AND GAS

#### RIGHTS IN BLACK MESA UNIT AREA

### TRACT No. 1

State of New Mexico

1

T 32 N, R 37 E N. M. P. M. Sec. 20, Lots 1,2,3,4,5,6,7, S<sup>1</sup>/<sub>2</sub> NW, SW NE, SW<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub> S<sup>1</sup>/<sub>2</sub> Sec. 29, Lots 1,2,3,4,  $W_{2}^{1}$  NE<sup>1</sup>/<sub>4</sub>,  $W_{2}^{1}$  SE<sup>1</sup>/<sub>4</sub>,  $W_{2}^{1}$ Sec. 30, A11 Sec. 32, Lots 1,2,3,4,  $N_{\frac{1}{2}} = NE_{\frac{1}{4}}^{\frac{1}{4}}$ ,  $N_{\frac{1}{2}}^{\frac{1}{2}} = SW_{\frac{1}{4}}^{\frac{1}{4}}$ , SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>

2,473.63 acres

T 32 N, R 36 E Sec. 36,  $NE_4^1$ ,  $NW_4^1$ N. M. P. M.

Basic Royalty Owner:	State of New Mexico	A11
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	A11

#### TRACT No. 2

T 32 State of Sec. New Mexico	2 N, R 37 E N. M. P. M. 532. NW초 SE초	40.00 acres
Basic Royalty Owner:	State of New Mexico	A11
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

#### TRACT No. 3

State of New Mexico		, R 37 E 2, SW4 SE4	N. M. P. M.	40.00 acres
Basic Royalty	Owner: S	tate of New	Mexico	All
Overriding Roy	alty :			None
Working Int. (	xmer: T	he Pure Oil	Company	All

State of New Mexico	т 32 N, R 36 E N Sec. 36, S <sup>±</sup>	V. M. P. M.	1,856.36 acres
	T 31 N, R 36 E N Sec. 36, $\frac{1}{12}$ , $\frac{1}{12}$ SE2,	I. H. P. M. , SE≩ SE≩	
	T 31 N, R 37 E N Sec. 32, Lots 1 and		

## TRACT No. 4 - continued

T 30 N, R 37 E N. M. P. M. Sec. 8, Lots 1,2,3,4, W2 NB2, SV. SE2, E2 SW2, SE2 NW2 Sec. 17, Lots 1,3, W2 NE2, NW2 SE4, N2 SW2, SW2 SW2, W2 NW2, NE2 II2 Sec. 18, Lots 1,2, SE2, SE2 NE2 Sec. 20, W2 NW2

Basic Royalty Owner:	State of New Mexico	<b>A11</b>
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	<u> 11</u>

ļ

1

### TRACT No. 5

State of S New Mexico	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	3.399.95 acres
	30 N, R 37 E N. M. P. M. sec. 19, $S_{\frac{1}{2}}^{\frac{1}{2}}$ , $NE_{\frac{1}{4}}^{\frac{1}{2}}$ , $SE_{\frac{1}{4}}^{\frac{1}{4}}$ , and Lot 2	
Basic Royalty Owner Overriding Royalty Working Int. Owner		A11 None A11

#### TRACT No. 6

T State of Se New Mexico	31 N, R 36 E N c. 36, $NN_{4}^{1}$ NE $\frac{1}{4}$	I. M. P. M.	40.00 acres
Basic Royalty Owner Overriding Royalty		Xico	All None
Working Int. Owner		mpa ny	All

State of New Mexico	T 31 N Sec.3	, r 36 e 6, svi <del>1</del> ne <del>1</del>	N. M. P. M.	40.00 acres
Basic Royalty (	wmer: S	tate of New	Mexico	All
Overriding Roya	lty:			None
Working Int. O.	mer: T	he Pure Oil	Company	All

:

· · ·

- )

State of New Mexico	T 31 N, R 36 E N. M. P. M. Sec. 36, NE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub>	40.00 acres
Basic Royalty ( Overriding Roya	Owner: State of New Mexico alty:	All None
<b>u t</b>	wner : The Pure Oil Company	A11

## TRACT No. 9

T	31 N, R 37 E N. M. P. M.	40.00 acres
State of Sec	c. 32, $M_{4}^{1} NE_{4}^{1}$	
New Mexico		
Basic Royalty Owner:	State of New Mexico	All
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

## TRACT No. 10

T 31 State of Sec. New Mexico	N, R 37 E N. M. P. M. 32, SWZ NEZ	40.00 acros
Basic Royalty Comer: Overriding Royalty :	State of New Mexico	All None
Working Int. Owner :	The Pure Oil Company	A11

## TRACT No. 11

U. S. A.	T 32 N, R 37 E Sec. 31, All	N. M. P. M.	2,403.17 acros
Santa Fe 077551	Sec. 6, Lots 1,2, Sec. 7, N2 NE4, S	N. M. P. M. 3,4,5,6,7, SN章 NE之, S克 E本 SN本, SW本 SE本 3,4, S茎 N壳, N壳 SW本, SE之 E之 NE之, Lots 1 and 2 3,4, NY素 SE之, N壹 NE之, N	$SW_{4}^{+}$ , $SE_{4}^{+}$
Basic Royalty Own Overriding Royal		s of America	All None

# Working Int. Owner: (a) The Pure Oil Company All

## TFACT No. 12

U. S. A.	T 31 N, R 36 E N. M. P. M. Sec. 1, Lots 1,2, $S_{2}^{1}$ NE <sub>4</sub> , $N_{2}^{1}$ SE <sub>2</sub> , SE <sub>2</sub> NN <sub>4</sub> , $N_{2}^{1}$ SN <sub>4</sub> , SN <sub>4</sub> SN <sub>4</sub> ,	1,301,24 acres
Santa Fe 077549	Sec. 11, NE2, E2 NM2, SW2 NM2 Sec. 12, S2 NE2, NM2 NE2, Lots 1, 2 and 3 Sec. 23, SE2 SE2	

TRACT No. 12 - continued

	Sec. Sec.	24, SN 출 SN 출 25, S 등 NN 출 26, B 중 NE 출, S 출 N.7 출 27, N 출 NN 출	
•	Basic Royalty Owner:	United States of America	A11
•	Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

#### TRACT No. 13

U.S.A. Santa Fe · ·

۰.

077550

T 31 N, R 37 E N. M. P. M. Sec. 29, Lot 4Sec. 30, SW $\frac{1}{4}$  SW $\frac{1}{4}$ 

T 31 N, R 36 E N. M. P. M. Sec. 25,  $N_{2}^{\pm}$  SW $_{4}^{\pm}$ , SE $_{4}^{\pm}$ Sec. 26, SW $_{4}^{\pm}$ , E $_{2}^{\pm}$  SE $_{4}^{\pm}$ , SW $_{4}^{\pm}$  SE $_{4}^{\pm}$ Sec. 34, N $_{2}^{\pm}$ , W $_{2}^{\pm}$  SW $_{4}^{\pm}$ Sec. 35, NE $_{4}^{\pm}$ , NE $_{4}^{\pm}$  SE $_{4}^{\pm}$ , N $_{2}^{\pm}$  SW $_{4}^{\pm}$ 

T 30 N, R 36 E N. M. P. M. Sec. 1, SE4, S $\frac{1}{2}$  NE4 Sec. 3, Lots 1, 2 and 4 Sec. 11, SW2, S $\frac{1}{2}$  NM4, S $\frac{1}{2}$  SE4 Sec. 12, NE4, NW4 SE4, S $\frac{1}{2}$  SW4 T 30 N, R 37 E N. M. P. M. Sec. 5, SW4 SW2, Lots 6 and 7

T 30 N, R 37 E N. M. P. M. Sec. 5,  $SW_{4}^{\frac{1}{2}}$  Sw $\frac{1}{2}$ , Lots 6 and 7 Sec. 7, Lots 1 and 2 Sec. 8,  $SW_{4}^{\frac{1}{2}}$  SE $\frac{1}{4}$ Sec. 17, SE $\frac{1}{4}$  Se $\frac{1}{4}$ , and Lot 2

Basic Royalty Owner:	United States of America	A11
Overriding Royalty :		None
Working Int. Owner :	(a) The Pure Oil Company	A11

## TRACT No. 14

U. S. A.	T 31 N, Sec. 34,	R 36 E N . SN는 SE는	. M. P. M.	240.00 acres
Santa Fø 077570	Sec. 9.	R 36 E N NEŻ NEŻ NŻ SEŻ SWŻ NEŻ, MWŻ		
Pasic Royalty On Overriding Royalt Working Int. Owne	y :	ited States of ) The Pure Oil		All None All

### TRACT No. 15

U, S. A.

1

T 30 N, R 36 E N. M. P. M. Sec. 9, Sy and Sy NEY Sec. 10, Wy NWY, SEY NWY, SWY, Sy SEZ

2,480.00 acres

2,383.28 acres

## TRACT No. 15 - continued

077548 Sec. Sec. Sec.	14, $W_{2}^{1}$ 15, A11 22, $N_{2}^{1}$ , $N_{4}^{1}$ , $S_{2}^{1}$ , $SE_{4}^{1}$ 23, $N_{2}^{1}$ , $N_{4}^{1}$ , $SE_{4}^{1}$ , $N_{4}^{1}$ , $SE_{4}^{1}$ , $N_{2}^{1}$ , $SW_{2}^{1}$ , $N_{2}^{1}$ , $SE_{4}^{1}$ 24, $S_{2}^{1}$ , $NW_{4}^{1}$ , $SE_{4}^{1}$ , $SE_{4}^{1}$
Basic Royalty Owner: Overriding Royalty :	United States of America
Working Int. Owner :	(a) The Pure Oil Company

.

A State Lines

}

## TRACT No. 16

All None

A11

T 31 William B. Lum Sec.	N, R 36 E N. M. P. M. 1. $SE_{\frac{1}{4}} SW_{\frac{1}{4}}^{\frac{1}{2}}, S_{\frac{1}{2}}^{\frac{1}{2}} SE_{\frac{1}{4}}^{\frac{1}{2}}$	320.00 acres
T 31 Sec. Sec.	N, R 37 E N, M. P. M. 6, SW ‡ SW ‡ 7, N ± NN ‡, SB ‡ NN ‡, NE ‡ SW ‡	
Basic Royalty Owner:	William B. Lum Lola L. Lum, his wife	All
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

# TRACT No. 17

	31 N, R 36 E $12, NE_{\frac{1}{4}}^{\frac{1}{4}} NE_{\frac{1}{4}}^{\frac{1}{4}}$	N. M. P. M.	40.00 acres
Basis Rovalty Owner:	Arthur D. Fi	tzgerald	A11

Basic Royalty Owner:	Arthur D. Fitzgerald Pauline E. Fitzgerald, his wife	All
Overriding Royalty :	_	None
Working Int. Owner :	The Pure Oil Company	All

	T 31	N, R 37 E H. M. P. M.	1,080.00 acres
Joseph Lee McDade		7, $S_{12} \rightarrow B_{2}$ , $S_{2} \rightarrow B_{2}$	
et al	Sec.	8, SE SWE	
	Sec.	17, By Miz, Suz Miz, Miz Suz, SBZ Suz	
		18, E <sup>+</sup> / <sub>2</sub>	
	Sec.	19, 時 1182	
	Sec.	20, 112 Ndz	
Basic Royalty	Ovmer:	Joseph Lee McDade & Viola McDade, his w Oliver McDade	ife) 1/8 )
		Geo. H. Wiggins & Margaret Wiggins, his James A. Wiggins	wife) 7/8 )
	Sec.	17, 1872 1872	
Basic Koyalty	Owner:	Joseph Lee McDade & Viola McDade, his w Oliver McDade	ife) 1/8

TRACT No. 18 - continued

-|

Ì

\_

	Geo. H. Wiggins & Margaret Wiggins, his wife) James A. Wiggins )	13/16
	Lysle W. Jacobs & Lela B. Jacobs, his wife	1/16
Sec. Sec.	17, $NE_{4}^{2}$ SW <sup>1</sup> / <sub>4</sub> , SN <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> 20, $NI_{4}^{2}$ NM <sup>1</sup> / <sub>4</sub>	
Basic Royalty Owner:	Joseph Lee McDade & Viola McDade, wife) Oliver McDade )	1/8
	Gec. H. Wiggins & Margaret Wiggins, wife) James A. Wiggins )	3/8
	C. M. Hughes & Helen E. Hughes, wife)	1/2
Overriding Royalty : Working Int, Owner :	The Fure Jil Company	None All

# TRACT No. 19

Sec Sec T 3	1 N, R 36 E N. M. P. M. 1, SWA WYA, Lots 3 and 4 12, Lot 4, NA SWA, SEA SWA, SEA 13, NEA, NEA WAA 25, NA NEA, EAST N. M. P. M. 7, SA SWA 18, WA 31, NEA SEA, SA SA 31, NEA SEA, SA SA 32, NA SEA 31, NEA SEA, SA SA 32, SA 31, NEA SEA, SA 32, SA 31, NEA SEA, SA 32, SA 34, SA 35, SA 36, SA 36, SA 37, SA 36, SA 37, SA 38, SA 37,	1,537.60 acres
гЗ	• 10, $W_2$ • 31, $NE_{\frac{1}{2}}^{\frac{1}{2}} SE_{\frac{1}{2}}^{\frac{1}{2}} S_{\frac{1}{2}}^{\frac{1}{2}}$ 0 N, R 37 E N. M. P. M. • 6, Lots 3 and 4	:
Basic Royalty Owner: Overriding Royalty : Working Int, Owner :	Cordie Wiggins The Pure Oil Company	All None All

Joseph Lee McDade, et al	Sec. Sec.	N, R 37 E N. M. P. M. 8, SW2 SE2 17, NH2 NE2, Lots 2,3,4 and W2 SE2 20, SW2 NH2, Lots 1,2,3, W2 NE2, SW2 SE2 and SH2	763.82 acres
Basic Royalty	0;mer:	Joseph Lee McDade & Viola McDade, wife) Oliver McDade )	1/8
		Geo. H. Wiggins & Margaret Wiggins, wife) James A. Wiggins	7/8
	Sec. Sec.	17, ST $\frac{1}{2}$ NE $\frac{1}{2}$ 20, SE $\frac{1}{2}$ NT $\frac{1}{2}$ , NT $\frac{1}{2}$ SE $\frac{1}{2}$ , and Lot 4	
Basic Royalty	0:mer:	Joseph Leo McDade & Viola McDade, wife) Oliver McDade )	1/8

## TRACT No. 20 - continued

:

73

Ĩ Ì

- - .\_ .

	Geo H. Wiggins & Margaret Wiggins, wife) James A. Wiggins )	
	C. M. Hughes & Helen E. Hughes, wife)	1/2
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

## TRACT No. 21

S	eo.	N, R 36 E N. M. P. M. 13, S을 NYŻ, SŻ 14, NEŻ SEŻ 24, NEŻ	1,000.00 acres
1 S	31 Gec.	N, R 37 E N. M. P. M. 19, NN군, S쿨 NE코, N쿨 SB코, SB코 SE코, NE코 SY	P <sup>1</sup> / <sub>Z</sub>
Basic Royalty Owner		Loleita Wiggins C. R. Board & Mildred N. Board, Wife	1/2 1/2
Overriding Royalty Working Int. Owner		The Pure Oil Company	None All

## TRACT No. 22

Ralph E. Eaton Sec. et al Sec. Sec.	N, R 36 E N. M. P. M. 11, $N_{2}^{1}$ SE $\frac{1}{4}^{1}$ , SE $\frac{1}{2}^{1}$ , SE $\frac{1}{4}^{1}$ 12, SW $\frac{1}{4}^{1}$ SW $\frac{1}{4}^{1}$ 13, NN $\frac{1}{4}^{1}$ NN $\frac{1}{4}^{1}$ 14, E $\frac{1}{2}^{1}$ NE $\frac{1}{4}^{1}$	320.00 acres
Basic Royalty Owner:	Bessie H. Ratliff & Jess Ratliff, husband) Grace E. Gilman & Cozier Gilman, husband) Arsena Hauk, Single ) Roy Z. Eaton & Margretha Eaton, wife ) Zarah W. Hauk. Single ) Ralph E. Eaton & Lucille Eaton, wife ) James G. Eaton &, wife ) Thad Z. Eaton & Kathryn Eaton, wife )	1/2
	Cordie Wiggins	1/2
Sec.	11, SW2 SZ	
Basic Royalty Owmer: Overriding Royalty : Working Int. Owner :	Eaton Heirs (Same as above) Hobart Quimby & Katherine Quimby, wife The Fure Oil Company	1/2 1/2 None All

Hobart Quimby	Sec. 11.	R 36 E N.M.P. SW畫 W書 NE畫, NE畫 NI畫	. М.	280.00 acros
Basic Royalty Own		sie H. Ratliff & Jo ce E. Gilman & Cozi	,	

## TRACT No. 23 - continued

. . .

- 1

	Arsera Hauk, single)Roy Z. Eaton & Margretha Eaton, wife)Zarah W. Hauk, single)Ralph E. Eaton & Lucille Eaton, wife)James G. Eaton & , wife)Thad Z. Eaton & Kathryn Eaton, wife)	1/2
	Hobart Quimby & Katherine Quimby, wife	1/2
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

## TRACT No. 24

	1 N, R 36 E N. M. P. M. . 14, W출 NW출, SE출 NW출, N출 SW출, W출 SE출 SE靠 SE출 . 23, E출 NE출, NE출 SE출 . 24, NW출, NW출 SW출	640.00 acres
Sec Basic Royalty Owner:	Hobart Quimby & Katherine Quimby, wife	1/2 1/2
Overriding Royalty : Working Int. Owner :	Estate of Belle Stone Barry (Unleased) The Pure Oil Company	1/2 None 1/2

# TRACT No. 25

Sec. Sec. Sec.	N, R 36 E N. M. P. M. 14, S <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>4</sub> 22, E <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> 23, W <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>2</sub> , W <sup>1</sup> / <sub>2</sub> , W <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>2</sub> 26, W <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>2</sub> , N <sup>1</sup> / <sub>2</sub> NV <sup>1</sup> / <sub>2</sub> , NV <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>2</sub> 27, NE <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>2</sub>	880.00 acres
Basic Royalty Owner:	Charles C. Grimes & Hanna T. Grimes, wife Chas. H. Pottor & Mary E. Pottor, wife C. R. Board & Mildred N. Board, wife E. P. Hunter & Lamorah A. Hunter, wife	1/2 1/4 9/40 1/40
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	Nono All

# TRACT No. 26

T 3 Nancy M. Potter Suc	1 N, R 36 E N, M, P. M. . 27, W2 NE2, SE NE2, E2 NA2, S2	520.00 acros
Basic Royalty Owner: Overriding Royalty :	Nancy M. Pottor	All None
•••	The Fure Oil Company	All

T 31 N, E 36 E N. M. P. M. 16	160.00 acres
-------------------------------	--------------

TRACT No. 27 - continued

Chas. H. Potter Sec Sec	9. 24, E불 SW불 9. 25, N출 NN불	
Basic Royalty Owner:	Chas. H. Potter & Mary E. Potter, wife C. R. Board & Mildred N. Board, wife	1/2 1/2
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

1

1

h • • • • •

## TRACT No. 28

T 31 Cordie Wiggins Sec.	N, R 36 E 25, S <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub>	N. M. P. M.	80.00 acres
Basic Royalty Owner:	Cordie Wiggins Hettie Doppler		1/2 1/2
Overriding Royalty : Working Int. Owner :	The Pure Oil C	cmpa ny	None All

## TRACT No. 29

Geo. H. Wiggins	T 31 Sec.	N, R 36 E N. M. P. M. 24, SE <sup>1</sup> / <sub>4</sub>	640.00 acres
	Sec.	N, R 37 E N. M. P. M. 19, W <sup>1</sup> / <sub>2</sub> SN <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>2</sub> SN <sup>1</sup> / <sub>4</sub> , SN <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub> 30, W <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> , SE <sup>1</sup> / <sub>4</sub> 31, N <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub>	
Basic Royalty	Owner:	Geo. H. Wiggins & Margaret Wiggins, wife	$\frac{1}{2}$

	General American Life Insurance Company	1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	A11

# TRACT No. 30

Gertrude Potter Lenhart	T 31 Sec. Scc.	N, R 37 E N. M. P. M. 29, NMA NEA, NEA NNA, MA MA 30, NEA NEA, EZ SEA, NEA NMA, MA MAA, MAR SMA	520.00 acres
Basic Royalty O,	wner:	Gertrude Potter Lenhart & John Lenhart, hu Geo. H. Wiggins & Margaret Wiggins, wife Charles P. Talbot & Vesta M. Talbot, wife J. H. Frisbie & Edna Frisbie, wife John C. Johnson & Nettie E. Johnson, wife R. J. French & Ruby French, wife	sband) 1/4 1/2 1/30 1/30 3/20 1/30
Overriding Royal Working Int. Own		The Pure Oil Company	None All

# TRACT No. 31

## T 31 N, R 37 E N. H. P. M. 629.59 Acres

TRACT No. 31 - continued

Ed Lord Sec.	29, Lots 1,2,3, SW2 NE2, SE2 $WA$ ,	
Sec. Sec.	Ba SWA, Wa SBA 30, SBA NWA, Ba SWA, SWA SEA 32, NWA	
Basic Royalty Owner:	Ross Labrier & Ina K. Labrier, wife ) Shirley Labrier & Kathleen Labrier, wife )	1/2
Overriding Royalty :	Ed Lord & Zadia E. Lord, wife	1/2 None
Working Int. Owner :	The Pure Oil Company	A11

## TRACT No. 32

John Lenhart S	31 N, R 37 E N. M. P. M. oc. 31, $\tilde{S}_{\overline{z}}^{1}$ $\tilde{N}_{\overline{z}}^{1}$ $N_{\overline{z}}^{1}$ $SW_{\overline{4}}^{1}$ $NW_{\overline{4}}^{1}$ $SE_{\overline{4}}^{1}$	280.00 acres
Basic Royalty Owner	Charles P. Talbot & Vesta M. Talbot, wife John C. Johnson & Nettie E. Johnson, wife R. J. French & Ruby French, wife J. H. Frisbie & Edna Frisbie, wife	f • 1/4 1/30 3/20 1/30 1/30 ) 1/2
Overriding Royalty Working Int, Owner		

# TRACT No. 33

Roy Parham	T 31 Sec.	N, R 37 E 32, Lots 3,4,	N. M. P. M.・ W늘 SE士 & SW士	285.56 acres
Basic Royalty Owne	r:	•	& Gertrude Parham, wife & Katherine Quimby, wife	1/2 1/2
Overriding Royalty Working Int. Owner		The Fure Oil	Company	None

## TRACT No. 34

1

The Federal Land Bank of Wichita	2 30 N, R 36 E Sec. 1, Lots 1,2,3,	I. M. P. M. & SE₄ INI₄	483.60 acres
	130 N, R 37 E 1	I. M. P. M.	
	1 30 N, R 37 E - 1 Sec. 5, Lot 4, SH 1 Sec. 6, Lots 1,2, S	$M_{\hat{\alpha}}$ , $M_{\hat{\alpha}}$ $SM_{\hat{\alpha}}$	
	See. 6, Lots 1,2, S <sub>3</sub>	3 NEZ, NE SEZ	
Basic Royalty Owr		n & Nettie E. Johnson, wife Vera Sayre, wife	3/4
	-	nd Bank of Wichita	1/4
	Wichita, Kansas	\$	
Overriding Royalt			None
Working Int. Owne	: The Pure Oil Co	ompany	All

-

.

r

- }

Chas. H. Potter Sec Sec Sec	0 N, R 37 E, N. M. P. M. 5, Lots 1,2,3,5, SW¼ NE¼, SE¼ NW¼, E½ SW¼, W½ SE¼ 6. Lots 5,6,7, SE¼ NW¼, E½ SW¼, S½ SE¼ 7, SW¼ NE¼, Lots 3,4, E½ SW¼, N½ SE¼ 8, NW¼ SW¼	957.13 Acres
Basic Royalty Owner:	Chas. H. Potter & Mary E. Potter, wife C. R. Board & Mildred N. Board, wife John C. Johnson & Nettie E. Johnson, wife E. P. Hunter & Lamorah A. Hunter, wife	1/2 5/24 1/4 1/24
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

# TRACT No. 36

T 30 Chas. H. Potter Sec. Sec.	N, R 37 E N. M. P. M. 7, Na NEA, Ba NMA 8, Na NMA	240.00 acres
Basic Royalty Owner:	Chas. H. Potter & Mary E. Potter, wife Gertrude Potter Lenhart & John Lenhart, hus Charles P. Talbot & Vesta M. Talbot, wife John C. Johnson & Nettie E. Johnson, wife R. J. French & Ruby French, wife J. H. Frisbie & Edna Frisbie, wife C. R. Board & Mildred N. Board, wife	1/4 1/4 1/30 3/20 1/30 1/30 1/4
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

# TRACT No. 37

Raymond Huff Sec	50 N, R 36 E N. M. P. M. $a = 24$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	120.00 acres
Basic Royalty Owner: Overriding Royalty :	Raymond Huff & Venny Leal Huff, his wife	A11 None
	The Pure Oil Company	All

Raymond Huff	T 30 N, R 36 E N. M. P. M. Sec. 13, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, S $\frac{1}{2}$ SE $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 24, N <sub>2</sub> NE <sub>4</sub> , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$	1,076.59 acros
	T 30 N, R 37 E N. M. P. M. Sec. 7, SE: NEZ, SZ SEZ Sec. 8, SWZ NNZ, SWZ SWZ Sec. 18, NZ NEZ, EZ NNZ, SWZ Sec. 19, NZ NWZ	
Basic Reyalty Own Overriding Royalt Working Int. Owne	• • • •	All None All

T 31 Odelle Harris Sec. Sec.	N, R 36 E N. M. P. M. 34, BŻ SWŻ, NŻ SBŻ, SBŻ SBŻ 35, SŻ NWŻ, SWŻ, WŻ SBŻ, SBŻ SBŻ	2,159.75 acros
Sec. Sec. Sec. Sec. Sec.	N, R 36 E N. M. P. M. 1, Lot 4, SW <sup>1</sup> / <sub>4</sub> NW <sup>1</sup> / <sub>4</sub> 2, Lot 3, S <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub> , N <sup>1</sup> / <sub>2</sub> S <sup>1</sup> / <sub>2</sub> 3, Lot 3, S <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub> , E <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>4</sub> 9, W <sup>1</sup> / <sub>2</sub> NN <sup>1</sup> / <sub>2</sub> , SE <sup>1</sup> / <sub>4</sub> NM <sup>1</sup> / <sub>4</sub> 10, E <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> , SW <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub> 22, S <sup>1</sup> / <sub>2</sub> N <sup>1</sup> / <sub>2</sub>	
Basic Royalty Owner:	Odelle Harris & Elizabeth Harris, wife)	3/4
	Williard Harris & Mary Harris, wife ) Samuel C. Gillespie	1/4
Sec. Sec.	11, N글 N글, SE국 NE국, NE국 SE국 12, N글 SW글 22, N글 SB국 23, SW국 NW之, NW군 SW국	
Basic Royalty Owner:	Odelle Harris & Eliz. Harris, wife) Williard Harris and Mary Harris, wife) Thomas B. Gillespie and Elma M. Gillespi	3/4
Overriding Royalty :	his wife	1/4 None
Working Int. Owner :	The Pure Oil Company	All

## TRACT No. 40

Chas. H. Potter Sec	0 N, R 36 E N. M. P. M. • 1, ST <del>1</del> • 12, NT <del>2</del>	320,00 acres
Basic Royalty C.mer:	Chas. H. Potter & Mary E. Potter, wife Alonzo E. Allgren & Eva L. Allgren, wife C. R. Board & Mildred N. Board, wife	1/4 1/2 1/4
Overriding Royalty : Working int, Owner :	The Pure Oil Company	None All

# TRACT No. 41

71

Ċ

Ralph E. Eaton et al	Sec. Sec.	N, R 36 E N. M. P. M. 3, SWA, WA SEA 4, EX SEA, SWA SEA 10, NEA NWA, NWA NEA 10, NEA NWA, NWA NEA	140.00 acros
Basic Royalty Own	er:	Bessie H. Ratliff & Jess Ratliff, husband) Grace E. Gilman & Cozier Gilman, husband) Arsena Hauk, single Roy Z. Eaton & Margretha Eaton, wife Zarah W. Hauk, single Ralph E. Eaton & Lucille Eaton, wife James G. Eaton & , wife Thad Z. Eaton & Kathryn Eaton, wife	All
Overriding Royalt Werking Int. Owne	•	The Pure Oil Company	None All

T 3 Joseph Lee McDade Sec	이 N, R 36 E N. M. P. M. • 21, SEŻ SWŻ	40.00 aores
Basic Royalty Owner:	Joseph Lee McDade & Viola McDade, wife) Oliver McDade	A11
Overriding Royalty : Working Int. Owner :	The Pure Oil Company	None All

# TRACT No. 43

7

C.R.Board Sec.	N, R 36 E N. M. P. M. 12, 18.72 acre tract in $WH_{\frac{1}{4}}^{\frac{1}{4}}$	39.09 acres
T 31 Sec.	N, R 37 E N. M. P. M. 7, 20.37 acre tract in $SW_{\frac{1}{4}}^{\frac{1}{4}}$ $MW_{\frac{1}{4}}^{\frac{1}{4}}$ , $MW_{\frac{1}{4}}^{\frac{1}{4}}$ $SW_{\frac{1}{4}}^{\frac{1}{4}}$	
Basic Royalty Owner: Overriding Royalty :	C. R. Board and Mildred N. Board, wife	All None
Working Int. Owner :	The Pure Oil Company	All

# TRACT No. 44

T 30 Odelle Harris Sec. et al	N, R 36 E N. M. P. M. 9, $M_{\frac{1}{4}}$ $NE_{\frac{1}{4}}^{\frac{1}{4}}$ , $NE_{\frac{1}{4}}^{\frac{1}{4}}$ $MI_{\frac{1}{4}}^{\frac{1}{4}}$	80.00 acres
Basic Royalty Owner:	Odəlle Harris & Elizabeth Harris, wife) Williard Harris & Mary Harris, wife )	A11
	•	

Overriding Royalty :	-	None
Working Int. Owner :	The Pure Oil Company	A11

## TRACT No. 45

T 3 Jacob M. Rutledge Sec	1 N, R 36 E N. M. P. M. . 11, NN <sup>1</sup> / <sub>2</sub> N/ <sup>2</sup> / <sub>2</sub>	40.00 ac <b>res</b>
Basic Royalty Owner: Overriding Royalty :	Jacob M. Rutledge & Nellie G. Rutledge, v	wife All None
Working Int. Owner :	The Pure Oil Company	All

State of New Mexico	T 31 N, R 37 E Sec. 5, NM <sub>2</sub> SEg	N. M. P. M.	40.00 acres
Basic Royalty ( Overriding Roya		ew Mexico	All None
Working Int. Ov	~	il Company	All

T	31 N, R 36 E N. M. P. M.	40.00 acres
State of Sec New Mexico	$2 \cdot 36$ , NE <sub>4</sub> NE <sub>4</sub>	
Basic Royalty Owner:	State of New Mexico	All
Overriding Royalty :		None
Working Int. Owner :	H. C. Collister	All

### TRACT No. 48

T 31 State of Sec. New Mexico	N, R 36 E N. M. P. M. 36, SE <sup>1</sup> / <sub>4</sub> NE <sup>1</sup> / <sub>4</sub>	40.00 acres
Basic Royalty Owner: Overriding Royalty :	State of New Mexico	All None

Working Int. Owner : F. H. Brierton

Ċ

1

## TRACT No. 49

A11

State of New Mexico	T 32 N, R 37 E N. M. P. M. Sec. 32, SW ½ SW ¼	Ц0.00 acres
Basic Royalty Ow	mer: State of New Mexico	<u>811</u>
Overriding Royal	Lty :	None
Working Int. Own	ner : Ellis Laftery	All

## TRACT No. 50

	31 N, R 37 E N. M. P. M. 2. 5, $NE_{4}^{1}$ SW $\frac{1}{4}$	40.00 acres
Basic Royalty Owner:	State of New Mexico	A11
Overriding Royalty :		None
Working Int. Owner :	Charles S. Rexfond	All

#### TRACT No. 51

T State of S New Mexico	30 N, R 37 E N. M. P. M. ec. 18, $SW_{\frac{1}{2}}^{\frac{1}{2}}$ NE $\frac{1}{2}$	40.00 acres
Basic Royalty Owner	: State of New Mexico	A11
Overriding Royalty	•	None
Working Int. Owner	: Al & Virginia Andreano	All

(a) Lease assigned to the party indicated by assignment conditioned upon its approval by the Secretary of the Interior, and further conditioned upon the approval by the Secretary of the Interior of this Unit Agreement.

The second secon

. A was a See Se 

**P** ..... **B**RAC 

· 医静脉的 一个
e and a second sec

A according to the second dated a second in these records of any lands the record thereof being by this reference incorporated berein the second thereof being by this reference incorporated berein the second in full. further spress that the development and operation by the Unit Operation of any lands inder its control pursuant to, and in the manner and occument which the working interest operation and second there described, regardless of

er agrees that any payment due him, her, or it, on account of the r her, or its ownership of the hand hereinafter described or of an is oduced therefrom, or his, her, or its share of such production, d, and paid or delivered on the basis provided in said Black Ma ry by the Unit Operator of such amounts so computed shall be a is of any lease or other document which the working interest of The unders his, her, or its produced th and pai son of his. the uniti shall 

DESCRIPTION OF LAND 1 31 8, 8 77 E N. M. P. M. Sec. 7, 874 HE +, SE + Sec. 8, 8 SW + Sec. 17, 5 NW +, SW + NW +, HW + SW + SE + SW + Sec. 18, 5 + Sec. 19, 18 HE + Sec. 20, 18 + NW + Sec. 17, 181 1 NH Sec. 17, 18 584, 58 58 58

ing situated in Union County, Mexico, and designated at Automatics are the Working Internet sector are L

¢ 3

munder son the state 

۲.

•

SHOW Y'S COVER

المراجع . المراجع المراجع . 

<u>\_\_\_\_</u>

Pure Oil Construction Unit Associations and has been a sub-sted the Black Mere Unit Associations and has been as Mexico, said apresented we fire record thereas of as effectively as it have been on a full. The undersigned hereby further agrees that the devi-k Mesa Unit Agreement of any have instant to devi-be deemed a full performance of all sub-states for s of any lease or other document which the working inter-ct to the land hereinsiter described, regardles  $\mathbf{R}\mathbf{1}$ shall terms respe land.

The undersigned further agrees that any payment due him, her, or it, on acco substances by reason of his, her, or its ownership of the land hereinafter described the unitized substances produced therefrom, or his, her, or its share of such p shall be allocated, computed, and paid or delivered on the basis provided in said and that payment or delivery by the Unit Operator of such amounts so computed or delivery under the terms t of the entratections of and of all the interview interview. or delivery under below hold with the production of TESP. the producti or of the un DESCRIPTION OF LAND red sub

### 1318 - 1378 N. N. P. M. Sec. 17, 15 382, अपने आहे Sec. 20; 10

ituated in Union Co bent as Tract No.1 

The light Of Company the Sale and the record has been, or is to be, recorded in these records of Links County New Mexico, said agreement and the record thereof being by this reference incorporated herein and made a par hereof as effectively as if herein set out in full.

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below maghold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

	T 31 N, R 56 E Sec. 1, SW2 NW2, Lots 3	N. M. P. M. and 4	
	Sec. 12, Lot 4, N <sup>1</sup> SW구, Sec. 13, NE구, NE구 NW구 Sec. 25, N군 NE구, E코 SE구	• -	
^ 	T 31 N, R 37 E Sec. 7, S <sup>1</sup> / <sub>2</sub> SW <sup>1</sup> / <sub>2</sub> Sec. 18, W <sup>1</sup> / <sub>2</sub> Sec. 31, NE <sup>1</sup> / <sub>2</sub> SE <sup>1</sup> / <sub>2</sub> , S <sup>1</sup> / <sub>2</sub> S <sup>1</sup> / <sub>2</sub>	N. M. P. M.	
	T 30 N, R 37 E Sec. 6, Lots 5 and 4	N. M. P. M.	
		-	

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No.\_\_\_\_, in which the Working Interest rights are owned by: THE PURE OFF. COM-

the day and y Č. d this is WHEREO ..... S., de la 

and t

and and a second

de set e d'an

1

慡

ANTA MARINE

na <del>ko</del>je u s

entrijsk sak≰uns. L

ent due him, her, or it

# DESCRIPTION OF LAND

Lots 2, 3, 4 s Lots 1, 2, 3,

See. 17, 582 182 Sec. 20, SB2 184, 184 SB2 and Lot 4

and a start of the second 

ана (1997) Алгания Алгания

and the record thereof being by this reference incorporated erein set out in full. 

1.

ling water and

T 31 N, R 36 E Sec. 13, S3 NN4, S3 Sec. 14, NE4 SE4 Sec. 24, NE4

er alter e

•

Sec.

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other, document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced thereform.

### DESCRIPTION OF LAND

T 31 N, R 37 E Sec. 19, N72, S2 NE2, N2 SE2, SE2 SE2, NE2 ST2

N. M. P. M.

being situated in Upion County, New Mexico, and designated in Exhibit "B" attached to said Black Agreement as Tract No. 22, in which the Working Interest rights are owned by: THE PURE PANY.

IN WITNESS WHEREOF the undersigned has posite his, her or its signature: oppos

. Ha

Sec.

mondy 27, 1946 14.5. La C TO INT SIA 1946 Date 20.2 1201 27 1916 Date 1946 Date 1945 Date

ters 2

14.5

Alera .

ignated the milit of the Aproximate and has been, or is to be. recorded in there records the sector of the sector New Mexico, said egroundent and the record thereof being by this reference incorporated herein and made 3 part hereof as effectively, as if herein set out in full.

. Water water water

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its ahare of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

T 31 N, R 36 E Sec. 11, N2 SE, SE, SE, SE Sec. 12, SW, SW, Sec. 13, NW, NW, Sec. 14, E2 NE,

Sec. 11, SW SE

IN WITHESS WHEREOF the undersigned has executed this instrument the day and year set out below possite his for or its signature:

anti mang a shari

New Mexico and Associate and the record thereof being by this reference incorporated hereof hereof as effectively as it herein ast out in full.

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mem Unit Agreement of any lands under its control pursuant to, and in the manner set durin therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

N. M. P. M.

T 31 N, R 36 E N. E Sec. 11, SW<sup>1</sup> Sec. 14, W<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>2</sub>, NS<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Ried Mine Unit Agreement as Tract No. 23, in which the Working Interest rights are owned by: THE Print Diff. COM-PANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and your set out before opposite his, here its signature:

Date ------

Ċ

š. 1					12.4				1.1	30.0	1	5 B	 2.5		5.0	3	1.6.	2.	1 . T	100		A.C.	Sec.	in the	1.10	100	6.040		1. 61	 2.0
				1.6		24	125		1					1			<u>.</u>	and the	1. A.	8 C			1.4.4	Υ.	30.00	17	rς			
R.	ς.	1.0	 10	1		12	200					÷.						×	÷		 ×.	5			1.2		- <b>1</b> - 1	<u> </u>	<i>i</i>	

See. 18. 18	1. S.				COLUMN STREET,			
1.1	• <b>* *</b> * * * *	÷			e Calu			
			ting 🔌					
				San A Sec. N				
							<b>P. 1</b> .	
				Service Proventier				
			See	79 74 1	- <b>6</b>	≓arata".		
			Carbon Carbon			2		
					1 <b>3 3 1</b> 1 1	<b>X</b> . Y	• • • • • • • • • • • • • • • • • • •	
					ST. C. S.			
3				Alexandre Sa	A. S. Carl	HIN SE		
N			Sec.					
	ta 🔶				1			
	a instruction				Sec. Salar Bart		j 🥏 1. statu - 1. statu	
	·							
				n an				
					2			
100		<u> </u>		· · •				

be, recorded in there this reference incorporated by 1.0 as if berein set out in full.

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

T 31 N, R 36 E N. M. P. M. Sec. 14, Sa SWA Sec. 22, Ba SBA Sec. 23, Wa NBA, Wa, Wa SBA Sec. 26, Wa NBA, Ma, WA SBA Sec. 27, NBA NBA

a in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Tract No. 2..., in which the Working Interest rights are owned by: THE PURE OIL COM-

Ņ 34.6.5 1946 

A.

te day and year set out below VELEREOF t 

The undersigned hereby further agrees that the development and operation by the Unit Operator mathematic Black Mean Link Agreement of any lands under its control pursuant to, and is the manner and further that shall be defined a full performance of all oblightions for the development and operation requires the terms of any lease or other document which the working interest owner or owners named below may development or operation and held respect to the land hereinafter described, regardless of whether there is any development or operations on this land.

.

The undersigned further agrees that any payment due him, her, or it, on account of the production of anticipal substances by reason of his, her, or its ownership of the land hereinafter described or of an interset filerent, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in hind, shall be allocated, computed, and paid or delivered on the basis provided in and Black Mess Unit Advantant; and that payment or delivery by the Unit Operator of such amounts so computed shall be docated and payment or delivery by the Unit Operator of such amounts so computed shall be docated and payment or other any lease or other document which the working interset owner or overse, samed below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said hand, or of an interset therein or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31 N, R 36 E Seo. 27, WH NE, SEL NB, RA NW, SA

and in ment for the second sec

41-

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mess Unit Agreement of any lands under its control pursuant to, and in the manner set forth, therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

T 51 N, R 36 E E. M. P. M. Sec. 24, Ba SR Sec. 26, Na NK

IN WITNESS SUBEREOF the undersigned has executed this instrument the day and year set out below opposite his, hereing discinguisture:

> ية ا

> > HAR CHARTER AND COLOR

ET 8 16 a second and 102 12.374 **\*\*\***\* 8 17 8 4 mares 21 1446 Install III Dean 1946

Date i Diniz

CONSENT AND RATIFICATION

343

A. 10.

13

### DESCRIPTION OF LAND

2

Q

ublic

liotary

STATE OF OKLAHOMA SS COUNTY OF CIMARRON )

BE IT REMEMBERED, That on this 28th day of March A.D., 134., before me, a Notary Public, in and for said County and State, personally appeared C. R. Board and Mikdred N. Board, husband and wife to me known to be the identical persons described in and who executed the within and foregoin, instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and urnose therein set forth.

IN MITHESS WHEREOF, I have hereunto set my official signature and affixed my motarial seal, the day and year first above written. My commission expires: February Blst, 1947

My completion expires: February Elst, 1947

¥ 99

31 N, 2 56 B **35**, 82 1. Ş

· •

and the second s 

Carl Strategy

2 11/2

in the second

of the

DESCRIPTION OF LAND S1 N. R. 56 R N. H. P. M.

مبر میر مرجع

8 8. N. P. 884: 55: 88: 88: 58: 185: 55: 18: 18: 18: 88: 55:

in t 

	NESS MERRING F	an Erselan (Constant) A			
Date	March 30	. 1946	En v.	Jan and and a state	
$D_{C}^{*}c$	March 30		Miraans	+ 1	
Date	Kay <u>3</u>	. 1946 - <sup></sup> G	ETERAL AMERICAL	IFE THEURADE OF FA	
Date	· · · · · · · · · · · · · · · · · · ·	1946	N VIII	uit	1
Date .		. 1946	G. Driscoll,	Tice President	
			TEST:	ار میں رومین میں ایک میں ہے۔ ایک ایک	
		·	A	Plo th	
			H& F. Rollett,	Secretary	
STÂTE OF.					
COLLETY OF		SS			
( a l	7	· · · · · · · · · · · · · · · · · · ·		۵.	
TE IT REA	EMBERED, That on this_		·	D., 19, before mç, a	•
ruphe, in-and for	said County and State: pers	onally appeared	HO. H. HIGTING	ARGARET TERTIN	Notary
the identical perso	e as <b>the e</b> free and volu	ernited the mithin and (		to me known	to be

Jules Bul

r mater a

State - State

115 er agrees that the development and operation by the Unit O ay lands under its control pursuant to, and in the manner ce of all obligations for the development and operation re-ment which the working interest owner or owners named bel lescribed, regardless of whether there is any development or performance of all ther document wh

indensigned further agrees that any payment due him, her, or it, on account of the production of the by reason of his, her, or its ownership of the land hereinafter described or of an interest the ad substances produced therefrom, or his, her, or its share of such production, if delivered inputed, computed, and paid or delivered on the basis provided in said Black Mesa Unit Ag payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full ry under the terms of any lease or other document which the working interest owner or owner old with respect to the land hereinafter described, of any amounts due the undersigned on a action of unitized substances by reason of his, her, or its ownership of said land, or of an intere-unitized substances produced therefrom. the 61

DESCRIPTION OF LAND

 T 51 N, R 57 B
 N. M. T. M.

 Sec. 29, NW
 NE

 NE
 NE

 NE
 NE

 Sec. 30, NE
 NE

 NM
 SE

 NM
 SE

 NM
 NE

 NM
 NE

 NM
 NE

 NM
 NE

d in Union County, New Mexico, and designated in Exhibit "B" attached to said Black due a Tract No. 32., in which the Working Interest rights are owned by: THE PULL CLE

and the

1997 1997

edities executed this instrument the day and ye GREOF the unle o e

 $\mathcal{O}$ 

with the state STATE OF ٠٤., THE STATE

· · · · · · · · · · · · · · · · · · ·		
TE OF OKLAHOMA ) NTY OF CIMARRON) 88	and the second sec	
NTY OF CIMARRON) SB		
George H. Wiggins and Mar toh and Ruby French, husband bie, husband and wife to me pribed in and who executed the owledged to me that they are	RED, That on this 28th day of March, A.D., c, in and for said County and State, nson and Nettie E. Johnson, husband and garet Wiggins, husband and wife; R. J. and wife and J. H. Frisbie and Edna known to be the identical persons he within and foregoing instrument and suited the same as their free and volun- and purpose therein set forth.	

My commission expires: August 18th, 1947 Robert

IN WITNESS WHEREOF, I have hereunto set my official ined my notarial seal, the day and year first above

# DESCRIPTION OF LAND

The undersigned (whether one or more), owner of an interest in the lands hereinafter described, or the oil, gas, natural gasoline and associated third hydrocarbons produced therefrom, or both in consideration of the and to the same extent as if the undersigned had executed the same or an unterpart thereof, that extent at the development and operation of the Black Mesa Unit Area in Union County. New Mexico, between the black Mesa Unit Area in the local control bath of consoleration of the sume of an unterpart thereof, that extent at a gravitation of the Black Mesa Unit Area in Union County. New Mexico, between the black Mesa Unit Area in the local control bath of consoleration of the Black Mesa Unit Area in Union County. New Mexico, between New Mexico, said agreement are there of the black Mesa Unit Area in the recently of the Black Mesa Unit Area in the recently of the Black Mesa Unit Area in the same of a solution of the Black Mesa. The Price Off of units and the same of a bath of the said agreement between signated the black Mesa Unit Area in Union County. New Mexico, between New Mexico, said agreement and the benefit doing by this reference on a solution of the Black Mesa Unit Agreement and the benefit doing by this reference on an interpart doing a the active forms of the benefit of the same of the benefit of the same of the

CONSENT AND RATIFICATION

 $(\cdot)$ 

**BUA** COU

10

The state of the second second



The second state of the se

The Pres of Contraction of the State of the

signated the Black Mesa Unit Agreement and ins been, or in to be, recorded in these sectories in Sector County, New Mexico, said agreement and the record thereof being by this reference incorporated berein and minds a part hereof as effectively as if herein set out in full.

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its costrol pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may bold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

T 31 N, R 37 E .N. M. P. K. Sec. 31, Sh Nh, Nh SE

IN WITNESS WHEREOF the undersi Ex Same OPPI 11000.26 Date S. 1. Date Date Date ·\*\*\* **- \* \* \*** Date 

STATE OF BOULENESS OF STATE OF

1. B.

### CONSENT AND RATIFICATION

the undersigned hereby further agrees that the development and operation by the Unit Operator under said where " as a Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, " to used to full performance of all obligations for the development and operation required under the tops of any lease or other document which the working interest owner or owners named below may hold with tops of the low componitor described regardless of whether there is any development or operation on said

e an els gres outmer agrees that any payment due himcher, er it or account of the production of antized or stollars, or as on a bus, her ar us ownership of the land hereinafter described or of an interest therein, or of the normal elded statutes produced therein much his her or its share of such production. If delivered in kind, shall and a statisticated a moute found part of felivered in the basis provided in said. Black Mesa Unit Agreement of the provided therein of delivery by the Unit Operator of such amounts so computed shall be deemed a full payment of the order of the terms of any lease of other dicument which the working interest owner or owners named or of the distribution of the family herein the ferribed of any am units due the undersigned on account of the production of moutered substances by the north herein of his her or its ownership of said land or of an interest therein of the mouter of delivery by the land hereinafter described of any am units due the undersigned on account of the production of moutered substances by the or find hereinafter described of any am units due the undersigned on account of the production of moutered substances by the or find hereinafter or its ownership of said land or of an interest therein of the mouter best stances or shore it therein therein the substance of the terms.

### DESCRIPTION OF LAND

STATE OF CKLAHCHA) SS COUNTY OF CIMAPRON) Before me the undersigned, a Notary Public, in and for said County and State on this 26th day of March, 1946, personally appeared John C: Johnson and Nettle E. Johnson, husband and wife; R. J. French and Ruby Johnson and Nettle E. Johnson, husband and wife; R. J. French and Ruby and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last about

· ····

n de la companya de l La companya de la comp

. ·

this reference incorporated herein and made a part of the reference incorporated herein and made a part of the second sec

For andersigned hereby further agrees that the development and operation by the Unit Operator under said thack lines Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, deal is accurate a full performance of all obligations for the development and operation required under the terms of any lesse or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said . and.

> The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered is kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners unmedbelow hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

T 31 N, R 37 E N. M. P. M. Sec. 32, Lots 3, 4, Wa SE, and SW.

instalizated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mens Unit Format as Tract No. 22, in addict the Working Interest rights are owned by : THE PURE CAL COM-

The second se

### CONSENT AND RATIFICATION

The undersigned (whether one or more), owner of an interest in the lands hereinafter described or the oil, gas, natural gasoline and associated fluid hydrocarbons produced therefrom, or hoph in consideration of the covenants and agreements therein contained, does hereby consent to, adopt, ratify and confirm with bke effect and to the same extent as if the undersigned had executed the same or a counterpart thereof, that certain agreement for the development and operation of the Black Mesa Unit Area in Minon Country. New Mexico, between The Pure Oil Company, an Ohio corporation, and others, date how to any 2000 solid agreement here with the solid control of the Black Mesa Unit Area in Minon Country. New Mexico, between The Pure Oil Company, an Ohio corporation, and others, date how to approximate the solid agreement here with the rest of the to rest of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the Black Mesa Unit Agreement and has been to be the solid of the solid control of the black Mesa Unit Agreement and has been to be the solid of the solid control of the black Mesa Unit Agreement and has been to be the solid control of the black Mesa Unit Agreement and the rest of the solid control of the solid control of the black Mesa Unit Agreement and the rest of the solid control of the solid control of the black Mesa Unit Agreement and the rest of the solid control of the solid contrel of the solid contrel of the solid control of the solid contrel

The undersigned hereby further agrees that the lager prentium between the second structure resplays some fluck Mesa Unit Agreement et any lands under the entry parsmant to be structure to the test shall be deemed a fall performance of all oblight post for the level pricer build operation to the model independent to the test of any lease of the decompute which the working respect to the level of the second structure best to be tageneous of all the test of a structure of a structure of a structure of a structure best to be sking respect to the level of the test of the test of the level of the second structure of the structure o

The array signed further agrees that any payment describes of the second state of the transformation of the second state of th

DESCRIPTIO	
_	

_			
	 	 ·····	

	STATE OF OKLASONA	ss		• •	-
•	BE IT REMEMBERED, That on this	28th	day of March	A.D., 19_46, befor	e me, a Notary
	Public, in and for said County and State, pe	rsonally appear	red ROY PARHAM a	nd GERTRUDE PARHAM.	husband
	and wife			· · · · · · · · · · · · · · · · · · ·	• 
				to #	ie known to be
	the identical person & described in and who e	executed the wi	thin and foregoing instru- id deed for the uses and	ment and acknowledged to me purpose therein set forth.	that they

a set wir metrical writer ROF. I have bereasto set my offical signature and affired my notarial seal, the day and year first above



and the second  $\frac{e^{4-e^{2}}e^{4}}{e^{4-e^{2}}}$ 

## **eln**est and the

### 77.Br Martin Hickory ar suga أقتاه والإنتان ويسترو

1 57

The undersigned hereby further agrees that the development and operation by the Un Black Mesa Unit Agreement of any lands under its eastrol pursuant to, and in the mas shall be deemed a full performance of all obligations for the development and operation terms of any lease or other document which the working interest owner or owners name respect to the land hereinafter described, regardless of whether there is any development land.

1.0

The undersigned further agrees that any payment due him, her, or it, on account of the product substances by reason of his, her, or its ownership of the land hereinafter described or of an interest the unitized substances produced therefrom, or his, her, or its share of such production, if del shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Us and that payment or delivery by the Unit Operator of such amounts so computed shall be disemed or delivery under the terms of any lease or other document which the working interest owner or below hold with respect to the land hereinafter described, of any amounts due the undersigned the production of unitized substances by reason of his, her, or its ownership of said land, or of an or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

 T 30 N, R 37 E
 N. M. P. M.

 Sec. 5, Lots 1, 2, 3, 5, SN 1 NB2, SE1 NW1

 E1 SW2, W2 SB2

 Sec. 6, Lots 5, 6, 7, SE1 NW1, E1 SW1, and S1 SE1

 Sec. 7, SW1 NE2, Lots 3, 4, E2 SW2, and W2 SE2

 Sec. 8, NW4 SW1

ed in Union Count ty, Neu ng situ E.2 Arreen PANY. 

212

ž ž 重 opp

a e

Tagaya .

÷.

5.10 - 16 afings 常恋 2.88 1

The undersigned hereby further agrees that the development and operation by the Unit Operator under said clack Mesa Unit Agreement of any lands under its control pursuant to and in the marner set forth therein shall be deemed a full performance of all obligations for the development and operation required under the times of any lease or their locument which the working enterest owner or where named below may hold with respect to the form literematic described regardless of whether there is any level primert or operation in said limit.

The inducts great further agrees that any payment due build action to be added on it the production of an interest therein, or at the subcases production of the production of an interest therein, or at the out to be standed or multiple to the land hereinatter described or of an interest therein, or at the out to be standed or multiple to the pail or the herein or its share of such production if delivered in kind. Shall be all stated or multiple to the link device of such production if delivered in kind. Shall be all stated or multiple to the pail or delivered on the basis provided in said Black Mesa Unit Agreements to be that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery or let the terms. I any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said and or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND



BE IT REME	MBERED, That on this	3rd day of	April	.D., 19 <u>46</u> , before n	ie, a Notary
ublic, in and for s	aid County and State, pers	ionally appeared Ca	R. BOARD and MI	DRED N. BOARD	nusband
	ind E. P. HUNTER an				
			•	in an	known to be

IN WITNERS WHEREOF, I have beremito set my offical signature and affixed my notarial seal, the day and year flow above

FINDI OF LAND

being situated in Unic Ca Agreem PANY.

IN WITNESS WHEREOF the unders 

								T ANNAL	6 State 1	3	
	Date			marc	2. 15	194	6 (M)	a the second second	£103	¥	2
		•							State of the second		
	Date							\$ \$ . Y . Y .	t y la their	· · · ·	
	Date										
		Q. A. Sa	્રાટ્ટ્			1. A. A. A.					
	Date.							Alana serie a sas			
	Date.		23 <sup>(1</sup>		<b>Y A</b>						
							and the second	· · · · · · · · · · · · · · · · · · ·			
											<i></i>
•										7	
	anting inter and	5124.				a la anti-					

COUNCE (

### CONSENT. AND RATIFICATION

The undersigned (whether one or more), owner of an interest in the large are being electric sectors, and associated the hyper-various produces therefore, and associated the hyper-various produced therefore, and the constructs therein contained, does hereby consent to adopt that there is constructed the same extent as if the updersigned had executed the same entropy of the transformer of the transformer electron electr

FILLER MEMORETER IN THE	261b	Marth	46	~
National anti-anti-anti-anti-state pro	ىلىتەتقەررىما ۋايىلى	<u>dialica Paliak</u>	وبر تعتبه العبية	e e e e e e e e e e e e e e e e e e e
Vesta M. Telbot :	and Jol	hn Lenhart and wif	e Gertrude	Potter Lonh
			to	me known to be

the identical persong described in and who executed the within and foregoing instrument and acknowledged to me that they. executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

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

6271

My commission expires May b, 1948.

Notary Public

10 0

nown

Notary Public

~

STATE OF OKLAHOW

My commission expires

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

BE IT REMEMBERED, That on this 26th day of MARCH A.D., 19116, before me, a Notary Public, in and for said County and State, personally appeared Co. 2. BOARD and MILDRED M. BOARD, husband

and wife.

the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they are instrument and acknowledged to me that they are and the same as the for the same as the former and voluntary act and deed for the uses and purpose therein set forth.

January 8, 1948

SS

IN WITNESS WHEREOF, I have hereunto set my offical signature and affixed my notarial seal, the day and year first above written:

2

 $\Delta$ 

### CONSENT AND RATIFICATION

To an long nod, whether one or more clawter of an interest in the large needs after a series of the same day gas natural gaseline and associated about inverse about produce rithereform or both or classification of a series of a gaseline and associated about inverse about produce rithereform or both or classification of a series of a gaseline and associated about inverse about produce rithereform or both or classification of a series of a gaseline and associated about inverse about produce rithereform or both or classification of a series of a gaseline to the undersigned this executed the same or classification of the transfer of the undersigned the executed the same of the number of the transfer of the transf

*`	'						·
			2672	-	Marjah	48	
	, sat unit		متاريح المار	 <u>.</u>	<u></u>	<u>erez e renze</u> arez (	
						nfe Gertrude	
	· · · · · · · · · · · · · · · · · · ·					*to	me known to be
				,			

the identical persong, described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my offical signature and affixed my notarial seal, the day and year first above written.

My commission expires May b, 1948.

Notary Public

to me known to be

rt

STATE OF OKLAHOMA

BE IT REMEMBERED, That on this 26th day of MARCH A.D., 1916, before me, a Notary

S<sub>5</sub>

Public, in and for said County and State, personally appeared C. P. BOAPD and MILDEED N. BOARD, husband

the identical person . described in and who executed the within and foregoing instrument and acknowledged to me that they

N. F. C ្ន ស្នោនភាគម្នាន ស្នោ

and the second second

### T 30 H. **?** . S. **?** 93**2**, SF 35 Sec. 24, 12.3

· · · · ·

C

A service of the serv

The second second devices agrees that the development and operation by the Unit Operator under said the second second of any lands under its control pursuant to, and in the manner set forth therein, the second se

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

### DESCRIPTION OF LAND

 T SI N, R S6 B
 N. M. P. M.

 Sec. S4, B4 SW1, Nd SE1, and SE1 SE1

 Sec. S5, S2 SW2, SW1, W2 SE1, and SE1 SE1

Sec. 1, Lot 4 and SW1 HW1 Sec. 2, Lot 5, Sa Ha, and Na Sa Sec. 2, Lot 3, Sa Ha, and Na Sa Sec. 3, Lot 3, Sa Ha, and Ba Sa Sec. 9, Wh HW2, SE1 HW1 Sec. 10, En HS2, SW1 HE1 Sec. 10, En HS2, SW1 HE1

. . . Average and contract the Franklik "B" attached to said Risck Me internet contract over the set of the by: Title PUBE OIL

·····

a traditional d**arge**t. Tigation and taxes o

### CONSENT AND RATIFICATION

The undersigned hereby further agrees that the development and operation by the local Black Mesa Unit Agreement of any lands under its control parsuant to an e-mathematics shall be deemed a full performance of all delignities for the development and destations terms of any lease or other document which the working interest owners respect to the land beneformed in regariles. I whether there is one levelopment of perpendiculation of the land beneformed in regariless. I whether there is one levelopment of

The undersigned further agrees that any planters due from her to a material subscreek by classes of his her to us according to the her contraction is selected to the her contraction is solved in the infine loss states and her loss of the test of the her contraction is solved in the solves her contraction is solved in the her loss of the her contraction is solved in the her loss of the her contraction is solved in the her loss of the her contraction is solved in the her loss of the her contraction is solved in the her loss of the her contraction is solved in the her loss of the her contraction is a contract shall be and that payment or field ergy by the loss of other loss ment and the solved in the her loss of the solved in the loss of the loss of the solved in the loss of the loss of the solved in the loss of the loss of the solved in the loss of the solved in the loss of the loss

	DESCRIPTION OF LAND
	1 81 M, 4 88 E
· · · · · · · · · · · · · · · · · · ·	

STATE OF New Merico COUNTY OF Union			
BE IT REMEMBERED, That	on this 27th day of h tate, personally appeared Thomas I ad Samuel C. Gillespie,		ne, a Notary
		<b>5</b>	known to be
	and voluntary act and deed for the uses we bereasto set my officed signature and a	and purpose therein set forth.	

PL-SC-RAS
tion by the Unit Op oper 1111 the working interest owner or owners named below may hold with gardless of whether there is any development or operation on said

es that any payment due him, her, or it, on account of the production of unitized r its swaership of the land hereinafter described or of an interest therein, or of therefrom, or his, her, or its share of such production, if delivered in kind, paid or delivered on the basis provided in said Black Mesa Unit Agreement; ball of delivered a full narmounts a computed shall be deemed a full narment; of such amounts so computed shall be deemed a full payment document which the working interest owner or owners named described, of any amounts due the undersigned on account of his, her, or its ownership of said land, or of an interest therein

# DESCRIPTION OF LAND

30 N, R 36 B N. M. P. M.

# 

2.5

\$ :M

# HEFT OF MARINE

2745. · · · . .

t on this 28th day of March A.D., 1946, before me, said County and State, personally appeared C. R. husband and wife to me known to be the identical executed the within and foregoing instrument they executed the same is their free and voluntary of purpose therein set forth.

2ŵ,

-

> > a de la companya de l

5

Ŧ

and a second second

that the development and operation by the Unit Operator under said under its control pursuant to, and in the manner set forth therein, obligations for the development and operation required under the ich the working interest owner or owners named below may hold with regardless of whether there is any development or operation on said ibed.

ent due him, her, or it, on account of the production of unitized the land hereinafter described or of an interest therein, or of is, her, or its share of such production, if delivered in kind, on the basis provided in said Black Mesa Unit Agreement; of such amounts so computed shall be deemed a full payment document which the working interest owner or owners named described, of any amounts due the undersigned on account of his, her, or its ownership of said land, or of an interest therein

# DESCRIPTION OF LAND

30 N, R 36 B N. M. P. M. Sec. 1, SW4 Sec. 12, IW4

Date -----

and the second secon

The undersigned herein set out in full, being a straight as if herein set out in full, The undersigned herein further agrees that the Black Mesa Unit Agreement of any lands under its shall be deemed a full performance of all obligation terms of any lease or other document which the w respect to the land hereinafter described, regardled land of whether they r document which the wo after described, regardless

The undersigned further agrees that any payment due him, her, or it, on a substances by reason of his, her, or its ownership of the land hereinafter does the unitized substances produced therefrom, or his, her, or its share of his shall be allocated, computed, and paid or delivered on the basis provided in and that payment or delivery by the Unit Operator of such amounts so comp or delivery under the terms of any lease or other document which the work below hold with respect to the land hereinafter described, of any amounts the production of unitized substances by reason of his, her, or its ownership or or of the unitized substances produced therefrom.

T 3C N, R 36 E Sec. 21, SE SW N. X. P. 4.

national de la companya de Nacional de la companya de la company 

and the second sec

.

. **.** 

er general en pro-

2 13 2 2 4 4

Antonio ottante la and a star of the second s International second ana inga ip 

## M (1 4 9 9

T 51 H, R 86 B ... K. M. P. H. Sec. 12, 18.72 acre tract 18 W

10 T 31 H, H 37 B H. M. 1 20.57 acre tre 500. 5

l in U 

Unit O nt of the productio ૱ૺઌૡૻૺૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢૢઌૻૡ**ૢૡૡૡૡૺ૱ૹૡૢ**ૢૢૢૢૢૡૺૡ EPTION OF 젊습 

a state where where we

P. H.

## 

see and A Marine lact spreamont division extend there still agreement division extend there tively as if herein set och in fall. Mexico, ing by this reference incorr hereof as eff

S. seitening

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of unitized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31 N, R-36 E Sec. 11, NW2 NW2

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 15., in which the Working Interest rights are owned by: THE PURE OIL COM-PANY.

IN WITNESS WHEREOF WE uted this inst the day and year set out below te his.

來之該 

trans 

19911191 wrigned Régar J. Govier, of Boise City, Oklahoma; Lesses in Pho uni ail and gas longe South Fo Satinh No. 077670, dated December 12, ering seriain land in Union County - More Manico - therein particularly lived , having herebofters ; by cant (ing of hjest to the apprend of the Security of the Interior (a) of said east , and (b) of the Black How Buit Agreement , easigned the said lease to The Fure Oil Company in so far as it covers all of the lands subrace by, said lands being designated as Imot Is. 14 in Endlait. "B" attached to said Black Mess Unit Agreement, being lands described as fellows : --TRACE 10. 14 31 N. B 36 R. R. M. P. M. bereby consent to the inclusio 0.304 2

# **cepters**

સ્ટ્રે કે ગા

deretative of the subrit, of subrit state, because of finite persons not off in these domes, for fallos, thereis perticularly a mediate is manual of date the of apprent of the Secretary of the Interior (a) of said In so fur as it covers all of the In the sector its. It is instants "I" att ding lands described as follows:

# 1 1. 1. 7. I.

 and an lanes Conta De Carla 

# **ì**

# LORDERLE

The underwigned J. C. Johnson, of boist file, dealers, have in that cortain oil and gas loads fants Po Sorial No. Officia, most freemont No. 1944, covaring cortain hand in Daims Boundy. Nor Montas; Marsie profession described, moving hervicibers; by analgement of shift the 1945, subject to the approval of the Bestrotney of the Information (b) of the Since to The Fure Oil Company in so far as it covers all of the Information by; said lands being designated as Typet No. 20 in Information of shifts and the said Black Near Unit Agromment, being lands designed on Statematic

# State Set Set 1 30 1 1 2 30 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1 3 0 1 1

does hereby concert to the Locheston of the local fraction in the

This is an it areas and the stress harden a second se

# The Federal Land Bank of Wichita Wichita, Kansas

Attached to this letter is a copy of the Black Mesa Unit Agreement dated Manual with many, which agreement has been, or is to be, recorded in the records of Union County, New Barloo.

1 HEY STORAGE

This agreement is in accordance with the terms of that certain eil and gas lease executed by The Pederal Land Bank of Wichita to C. R. Board, dated June 3, 1944, and assigned to The Pure Oil Company on January 19, 1965, and under which you now hold a royalty interest.

Also attached to this letter are eight (8) copies of the Consent and Ratification of the Unit Agreement for each thrast under which you hold an interest. He would appreciate it if you would sign eight (8) copies of each Consent and Ratification and have your signature acknowledged and return same to The Pure Oil Company, P. O. Box 271, Tulos 2, Oklahomm, at your earliest convenience.

Please acknowledge receipt of the above by signing this letter in the lower left hand corner and returning same in the selfaddressed envelope.

Yours very truly

THE PURE OIL COMPANY

Mr. Charles S. Rexroad 210 So. Webb Street Brandonville, Mest Va.

Dear Sir:

Attached is a copy of the Black Mesa Unit Agreement, which includes a map outlining an area of 33,030.36 acres in Townships 30, 31 and 32 North, Ranges 36 and 37 East, Union County, New Mexico.

TULIA, OKLAHONA

March 22, 1946

ucins prvinci

SOUTHWEST

1

This area has been designated by the Department of Interior, Washington, D. C., as a logical area for exploration and development as a unit of any oil or gas deposits which may be discovered. Of this proposed unit area The Pure Oil Company has under lesse, or consisted to lease, 32,510.36 acres, or 98.145.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six months after final approval of the Unit Agreement. You own an oil and gas lease on the NET SWL of Section 5-31K-37K, which you have been unwilling to sell to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indi-cate your refusal by signing this letter and returning it to this

Very truly yours,

4

Please give this your prompt attention.

SOUTHWESTERN PRODUCING DIVISION THEA, OKLANONA

CONTRACTOR OF

Y------

Mr. David Barry, Jr., 5829 West 3rd Street Los Angeles, California

Dear Sir:

Attached is a copy of the Black Mesa Unit Agreement, which includes a map outlining an area of 33,030.36 acres in Townships 30, 31 and 32 North, Ranges 36 and 37 East, Union County, New Mexico.

This area has been designated by the Department of Interior, Washington, D. C. as a logical area for exploration and development as a unit of any oil or gas deposits which may be discovered. Of this proposed unit area The Pure Oil Company has under lease, or committed to lease, 32,510.36 acres, or 98.44%.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six matche first emproved of the Unit Agreement. You own an undivided one-half interest (unleased) in the We Wey Strawy and Straw Straws Straws SEL of Sec. 14, E2 ME2; ME2 SEL Sec. 23, and WW2 & MW2 Sec. 24, Twp. 31 North, Rgs. 36 East, which you have been unwilling to lease to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indicate your refusal by signing this letter and returning it to this office, begather with the enclosed agreement.

Please give this your prompt attention.

Yours very truly,

Received copy of Black Mess Unit Agreement. We do not desire to execute the Unit Agreement submisted. March 22, 1946

Mr. H. C. Collister 1409 So. Glenwood Avenue Springfield, Illinois

Dear Sir:

1000 0000

Attached is a copy of the Black Mesa Unit Agreement, which includes a map outlining an area of 33,030.36 acres in Townships 30, 31 and 32 North, Ranges 36 and 37 East, Union County, New Mexico.

This area has been designated by the Department of Interior, Washington, D. C., as a logical area for exploration and development as a unit of any oil or gas deposits which may be discovered. Of this proposed unit area The Pure Oil Company has under lease, or committed to lease, 32,510.36 acres, or 98.141%.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six months after final approval of the Unit Agreement. You own an oil and gas lease on the NE4 ME4 of Section 36-31N-36E, which you have been unwilling to sell to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indicate your refusal by signing this letter and returning it to this office, together with the enclosed agreement.

Please give this your prompt attention.

# Very truly yours,

THE PURE OIL COMPANY

Received copy of Black Mesa Unit Agreement. I do not desire to axecute the Unit Agreement March 22, 1946

Sec. Marine

 Sing

Mr. Ellis Laftery 4008 Madican Street Chicago, Illineis

Dear Sire

÷.

Attached is a copy of the Black Neen Talt Aground, which includes a map wetlining an eres of St. 500.50 copes in Yemshige 30, 31 and 32 North, Ranges 35 and 37 Bash, Water County, Nor Medice.

This area has been decignated by the Department of Enterior, Washington, D.C., as a legionl area for exploration and development as a unit of any oil or gas deposits which may be discovered. Of this proposed unit zero. The Pare Cil Company has under longe, or counities to longe, H., ElG., 26 acros, or DE. 60.

The Pare GLL Company exclose intilling a test well in this means which, wher forecomen's regulations and be encomended within the means after final approval of the Well Agreement. The can an dil and go leave a the Well Help of Section Sk-thindle, which yes have been welling to all to up, soil therefore yes are increte periods to approve the well agreement as working interval, enter 25, hereiner, yes do and ease to include your correspines in the same increte periods. In generation and exclude af dereiners, and periods for the same to include your correspines in the same indicate periods in the same to include your correspines in the same indicate the same to include your correspines in the same indicate indicates and the same to include your correspines in the same indicate the same that indicate and returning it is to the same indicate the same to include the same and returning it is a the same indicate the same indicates and returning it is a the same indicate the same indicates and returning it is the same indicates indicate the same indicates and returning it is a the same indicates indicates in the same indicates and returning it is a the same indicates indicates indicates in the same indicates and returning it is the same indicates indicates indicates indicates indicates in the same indicates indicates in the same indicates indi

Please give this your prompt attantions

STATE OF OKLAHOMA, ) BE <u>APPIDAVIT</u>

JOHN D. MeNVIT, of lanfal age, being first daly supya, on his each deposes and supe:

Shet he is Hunger of the Southwortern Preducing Division of The Pure OLI Company, with hondgenriers at Tulan, Oklahoun; that The Pure OLI Company is the enter of various longes in Tulen County, Her Hemico, and has sutlined what is known as the Black Magn Unit Area; that within said area is forty aspes, described as:

> Southeast Quarter of the Mertheast Quarter (SSA of MSA) of Bootlon 36, Younship 31 North, Range 36 R. NoHePolle Tulon County, New Mexico;

that F.E.Sylerbon, of 518 South Main Strept, Nobb City, Missouri is the owner of an will and gas loops severing said forty eares, and that on or about Murch 25, 1906, affiant cont a representative of The Pure Oil Company, one J.D. Lander, to Note City, Massari to present a copy of the Black Maga Dait Appendit to the said Yell, Baierton and invite his participation thereis and essention thereof: that sold representative presented said agreement, and requested the said Folle Brierton to join therein, as instructed by affinit, and the sold Folle Brierton advised said J.D. Lander that he did not care to join in the Unit with The Pare Oll Company for the drilling of a well, as therein set out, as r mula he cirn a latter of refusal, but suggested that the agreement be left and he would investigate the matter further. That since Sarch 25, 19,6, affiant's representative, J.D. Lander, has called upon S. .. Brierton, upon two separate coonsions, requesting that said agromant either be signed, or the letter rofusing to sign the agreement be areanted and colivered to the tare (if Company, but these the seld of a charton still refused to shar that the arreament or the latter of refusal.

Further affiant saith not.

Cubeerload and more to before the title 17 day of the 196

C & Compet

ligt Bi

LAND DEPARTMENT	(TO) (R25) (T) (R25)
Return tJHE PURE OIL COM	PANY
REGISTERED ARTICLE TULSA, OKLAH M. 2.2.0156 INSURED PARCEL	TULSA,
¥0	OKLAHOMA.
RETURN REC	EIPT
Received from the Postmaster the Registered number of which appears on the face of this Care	or Instired Article, the original
2 Martin Service and And	determined

Julie Bli

STATE OF ORLAHORA, TULBA COUNTY.

JOHN De MeNUTT, of lawful ago, boing first daly summe, on his each de pass ant enges

That he is Hanger of the Southematern Producing Division of The Pure OLI Company, with handgesters at Tulan, Okishonng that The Pure GLI Company is the enner of various leases in Union County, Hew Handso, and has outlined what is known as the Black Hess Unit Area; that within said area is forty eeres, described ass

> Southerest Quarter of the Northeast Quarter (38% of 28%) Of Souther 10, Tourship 30 North, Range 37 Solis-Solis, Value County, Nor Kenico,

upon which an all and gas lance has been assessed to Al and Virginia Andreano. That desing the month of April, like, affiant addressed a lotter to Al and Virginia Andreano, inviting said longers to join in the proposed Black Man Dait Agreements. A copy of said lotter is hereic attached, majord Entildt "A" and make a part hereof. That said lotter was sumt by Registered sail to the said Al and Virginia Andreano, at their post office address, No. 8 Geodrich Court, Milford, Massachusetts, and the same was delivered to said addresses on or about April 26, 1916, as shown by photostat copy of Return Receipt hereto attached, marked Estiblt "3" and made a part hereof.

Affiant further states that no reply has been had to said latter op to this date, and affiant assumes therefore that cald lesses are not declares of joining as working interest swares in said proposed Black Heat Whit Agreement. Further affiant said ont.

Almon Manning -

FRAGE

and and and another below the field Market and an and a links

C. L. Koannell

i en al en en en en en en al en a

The undersigned (whether see more), owner of an interest in the factor oil, gas, natural gesofter and interest final hydrocarticles made and factor covenants and agreements thereis contained, does harder constant is adopt, the and to the same extent as if the undersigned had exactled the same of a closed state ment for the development and operation of the Black Mean Unit Assa in United The Pure Oil Company, an Ohio corporation, and others, direct signated the Black Mesa Unit Agreement and has been, or is to be, recorded in these records New Mexico, said agreement and the record thereof being by this reference incorporated because and made to get hereof as effectively as if herein set out in full.

The undersigned hereby further agrees that the development and operation by the Unit Operation in Black Mesa Unit Agreement of any lands under its control pursuant to, and in the memor are set in the shall be deemed a full performance of all obligations for the development and operation required terms of any lease or other document which the working interest owner or owners manual below more respect to the land hereinafter described, regardless of whether there is any development of epseudor lands.

The undersigned further agrees that any payment due him, her, or it, on account of the production of substances by reason of his, her, or its ownership of the land hereinafter described or of an instance therein the unitized substances produced therefrom, or his, her, or its share of such production, if delivered is shall be allocated, computed, and paid or delivered on the basis provided in said Black Metsa Unit Arrest and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a fail or of elivery under the terms of any lease or other document which the working interest owner or owners below hold with response to the land hereinafter described, of any amounts due the undersigned on the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

3

ça :

T 31	N, R 56 B	N.M.P.M.
Sec. Sec. Sec.	11, NàSEà, 4 12, SVàSWà 13, NVàNVà 14, EàNEà	SE à SE à
Sec.	11. 981 emi	

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Wree Agreement as Tract No.2.2., in which the Working Interast rights are owned by: THE Post of PANY.

Opposite him, fair er ite signature:

Date Date Date

Dista. STATE OF Galigande COUNTY OF Sen Diego SS BE IT REMEMBERED, That on this 286 Public, in and for said Con F Sc Secure and the g 

# Com KIT AND BATHREAT

The un and or more), owner of an i induced fluid hydrogerboos gas, natu oil. covenants and agreements therein contained, e and to the same extent as if the undersigned h ment for the development and operation of the The Pure Oil Company, an Ohio corporation, a signated the Black Mesa Unit Agreement and h New Mexico, said agreement and the record the hereof as effectively as if herein set out in full. en, or being is to be by this by

The undersigned hereby further agrees that the development and operation Black Mesa Unit Agreement of any lands under its control pursuant to, and shall be deemed a full performance of all obligations for the development as terms of any lease or other document which the working interest owner or or respect to the land hereinafter described, regardless of whether there is any land. e Unit O

The undersigned further agrees that any payment due him, her, or it, on account of the substances by reason of his, her, or its ownership of the land hereinafter described or of an the unitized substances produced therefrom, or his, her, or its share of such productio shall be allocated, computed, and paid or delivered on the basis provided in said Black I and that payment or delivery by the Unit Operator of such amounts so computed shall be or delivery under the terms of any lease or other document which the working interest of below hold with respect to the land hereinafter described, of any amounts due the unit the production of unitized substances by reason of his, her, or its ownership of said land, or or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31	N, R	36 E	.N.X.P.M
<b>500.</b>	12.	Hisei Swisei Swisei Swisei Sinei	<b>56 <del> </del> 86 <del> </del></b>
Sec.	11, 8	Wł SBł	•

being situated in Union County, New Mexico, and designated in Exhibit "B" attached Agreement as Tract No. ..., in which the Working Interest rights are owned by: PANY. 

IN WITNESS WHEREOF the undersigned has emecuted this intermed osite his, her or its signature: 合命: 3 AL 73 7 opposite his, her or its si 7.1 1.13 Date . Date Martin 1. C.

. IF . 1

Date

STATE OF\_ Mass A chusetts. Suffilm COUNTY OF\_ JJ BE IT REMEMBERED, That on this 224

19 44 before me, a Notary ic, in and for said County and Se That 2. Kat dir. Kathryn R.E. 

SS

승규는 가 운영을

- 55

1 4

્યુક્ર

# CONCENT AND BATEROATION

21A

52

13.543

The undersign gas, natural g owner of all oil. and to the same for the devel **Pure Oil Con** 0 10 T.C signated the Black New Mexico, said ait Agre 07 10 New Mexico, said agreement and the record the hereof as effectively as if herein set out in full.

The undersigned hereby further agrees that the development and operation by the Unit Operation and Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner are shall be deemed a full performance of all obligations for the development and operation requires. terms of any lease or other document which the working interest owner or owners manned below are respect to the land hereinafter described, regardless of whether there is any development of any land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of substances by reason of his, her, or its ownership of the land hereinafter described or of an interval, the the unitized substances produced therefrom, or his, her, or its share of such production, if delivered and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a fully or delivery under the terms of any lease or other document which the working interest owner or comments below hold with respect to the land hereinafter described, of any amounts due the undersigned or of an interval or of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interval or of the unitized substances produced thereform.

# DESCRIPTION OF LAND

т )1	: و <del>ال</del>	K )0 E	N.M.P.M
SOGA	15.	Niski Swiski Nwini Einki	Sejsej
Sec.	11.	STIL ST	

being situated in Union County, New Mexico, and designated in Exhibit. "B" attached in mid-file Agreement as Tract No.22, in which the Working Interest rights are owned by: File Research

		D'.'I¥I			( <u>) ()</u> (	the und	ET C	60 D.				1020		
	opposite	e hie,	big of i	is sign	abure :	1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 -	4		74	1. Sec. 1.	5 <u>-</u> '			-
ta in a	Data 1		<u></u>											÷.
	Date	7.00						CTG.	Š					
	Date Y			14		, ( <b>1</b> 4)			₽¥			1	يد. پندرين ۽	
		e M					in de							• •
	<b>B</b> en a					tis fa	<b>P</b> sc							

bate ... STATE OF 15 Alsa. SS COUNTY OF s In BE IT REMEMBERED, That o Public, in and for said County and Sta 3 ·• • 2. 

the identical person ..... desta had a set of the set o

The une gas, natural oil. 20. and to the same ment for the dev Oi lew Mexico, said agreen ent and hereof as effectively as if herein set out

The undersigned hereby further agrees that the develo Black Mesa Unit Agreement of any lands under its contro shall be deemed a full performance of all obligations for terms of any lease or other document which the working respect to the land hereinafter described, regardless of land. 

The undersigned further agrees that any payment due him, her, or it, on account substances by reason of his, her, or its ownership of the land hereinafter described of the unitized substances produced therefrom, or his, her, or its share of such pro-shall be allocated, computed, and paid or delivered on the basis provided in said R and that payment or delivery by the Unit Operator of such amounts so computed af or delivery under the terms of any lease or other document which the working in below hold with respect to the land hereinafter described, of any amounts due to the production of unitized substances by reason of his, her, or its ownership of said or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31	N,	R 36 E	N.H.P.M
Sec. Sec. Sec.	11, 12, 13, 14,	Nýsež, Svýsvý Nužny Býnež	SIE <u>}</u> SIE <del>}</del>
Sec.	11,	ST SE	

being situated in Union County, New Mexico, and design Agreement as Tract No. 22, in which the Working in Rahibit PANY

IN WITHESS WHEREOF the under 30.04 -設定

Wither a f Date

Date ر فيكر 

COUNTY OF PRORIE

BE IT REMEMBERED, That on th H C 

1 - **6**-AL. 

**[**-ī.

A DA

The undersigned hereby further agrees that the devel Black Mesa Unit Agreement of any lands under its costr shall be deemed a full performance of all obligations for terms of any lease or other document which the working respect to the land hereinafter described, regardless of land.

The undersigned further agrees that any payment due him, her, or substances by reason of his, her, or its ownership of the land hereinafter the unitized substances produced therefrom, or his, her, or its share shall be allocated, computed, and paid or delivered on the basis provid and that payment or delivery by the Unit Operator of such amounts so or delivery under the terms of any lease or other document which the below hold with respect to the land hereinafter described, of any as the production of unitized substances by reason of his, her, or its owne or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31 N, R 36 E N.M.P.M. Sec. 11, NiSEL, SELSEL Sec. 12, SWISWI Sec. 13, NWISWI Sec. 14, EinEL Sec. 11, 5W1 581

being situated in Union County, New Mexico, and designated Agreement as Tract No. , in which the Working Inter PANY Agreem PANY.

IN WITNESS WHEREOF the undersigned h opposite his, he Wan J. Date . 1977

A 18 3 48

Date

1.

1.5

2 6.1 Winnin STATE OF\_ COUNTY OF adams 32 15.1 BE IT REMEMBERED, That on this. Public, in and for said County and State, pe 警察室 <u>.</u> 

33

1. 100 Bar

2.4

it and had

oil of as effectively

The undersigned hereby further agrees Black Mesa Unit Agreement of any lands a shall be deemed a full performance of all terms of any lease or other document whi respect to the land hereinafter described, lands. 1.1

The undersigned further agrees that any payment due him, her, or it, on ac substances by reason of his, her, or its ownership of the land hereinafter descrift the unitized substances produced therefrom, or his, her, or its share of such shall be allocated, computed, and paid or delivered on the basis provided in an and that payment or delivery by the Unit Operator of such amounts so compute or delivery under the terms of any lease or other document which the workin below hold with respect to the land hereinafter described, of any amounts of the production of unitized substances by reason of his, her, or its ownership of or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31 N, R 36 E	N.M.P.M.
Sec. 11, N1821, S Sec. 12, SW18W1	e ise i
Sec. 13, NW HWY Sec. 14, ENER	
Sec. 11, SW2 SB2	

being situated in Union County, New Mexico, Agreement as Tract No.42..., in which the \* PANY.

IN WITHESS WHEREOF the under igned b 9、"这方面呢! West a r Date

Date Martin ŝ ž.



a la serie de l La serie de la s

. Z

shall be deemed a full performance of terms of any lease or other document respect to the land hereinafter deacrib ch - and the set cribed. 2.13

The undersigned further agrees that any payment due him, her, or it, on accu-substances by reason of his, her, or its ownership of the land hereinafter describe the unitized substances produced therefrom, or his, her, or its share of such shall be allocated, computed, and paid or delivered on the basis provided in said and that payment or delivery by the Unit Operator of such amounts so compute or delivery under the terms of any lease or other document which the working below hold with respect to the land hereinafter described, of any amounts du the production of unitized substances by reason of his, her, or its ownership of a or of the unitized substances produced therefrom. પર પુરં

# DESCRIPTION OF LAND

in services

<b>7</b> 4	T 31	H,	R 36 E	N.M.	P.N.	
	<b>30 6 .</b>	12,	N SU SU SU SU SU SU NU SU SU E SUES	<b>B</b> <del>}</del> 5 <b>E</b> <del>}</del>		
	Sec.	11,	SW1 SE1			

being situated in Union County, New Mea Agreement as Tract No.22, in which PANY. 1

IN WITHESS WHEREOF the under state list, her at its signature : -10

Date 5 -100720-100 

STATE OF. SS COUNTY OF. aler BE IT REMEMBERED, That on the 1972 JA MATINY 

# STE AND PATE

**.**.... 0 as if herein set out

The undersigned hereby further agrees that the developm Black Mesa Unit Agreement of any lands under its control p shall be deemed a full performance of all obligations for the terms of any lease or other document which the working in respect to the land hereinafter described, regardless of whet land. d operat

The undersigned further agrees that any payment due him, her, or it, on account of the pre-substances by reason of his, her, or its ownership of the land hereinafter described or of an in-the unitized substances produced therefrom, or his, her, or its share of such production, it shall be allocated, computed, and paid or delivered on the basis provided in said Black Man and that payment or delivery by the Unit Operator of such amounts so computed shall be due or delivery under the terms of any lease or other document which the working interest own below hold with respect to the land hereinafter described, of any amounts due the undersi-the production of unitized substances by reason of his, her, or its ownership of said land, or of or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

T 31 N, R 36 E	N.M.P.M.
Sec. 11, NiSE, Sec. 12, SWISWI Sec. 13, NWINWI Sec. 14, EiNEI	SE ¿SE ¿
Sec 11 cml cml	

being situated in Union County, New Mexico, and designated in E Agreement as Tract No. 4. in which the Working Interest ris PANY. ¥ 3 1

IN WITNESS WHEREOF the undersigned has executed this intrument the Sa Bra

	Date Wins D.S.	lation of the second	 1916			
	Date When 1 2.8	n - Constanting of the second se				
1					S. S. W.	
3		Sec. 2		99 (A. 1997) An Anna Anna Anna Anna Anna Anna Anna A		

المالتي تعجله والداللة اله 

STATE OF F.M. Col COUNTY OF\_ BE IT REMEMBERED, This of

ah terms of an ct to the respe land.

The undersigned further agree es that any pays substances by reason of his, the unitized substances pro . . shall be allocated, cou and that payment or deliv - ng ji -or delivery under the below hold with read the production of un or of the unitized s

ALS:

. • • •

1

1.183

 $\Delta = k$ 

T 51 H, R 86 H Sec. 11, 507 800. 14

22

. Mary a

NAZ CONT

s situated in Union County, N No. No. 2 min Agreem PANY.

 $\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{j=1}^{n-1}\sum_{i=1}^{n-1}\sum_{j=1}^{n-1}\sum_{$ 

A Stress

-ty se

ATE OF California

lk I.

. .

1. N. 6. 1. 1

· · ·

the second

res<u>;</u> lan/

The undersigned further agre substances by reason of his, the unitized substances pro shall be allocated, compute and that payment or delive or delivery under the below hold with resp the production of unit or of the unitized sub

nated in Union Connection Agreen PANV

IN WITNESS WHEREOF A onite his, her or its second bigs oppo 

e e en el 232

STATE OF-COUNTY OF. BE IT E AT

A PARAMAN 14 

Contan altin

the an that the second s Second shall and that the production of uni or of the unitized sul

Б) -

T 51 H, B 5 800.

H 47 - + + ( 4 )

IN WITNESS V 

(1) の「「「「「「「」」」 4 

7<u>.</u> TE OP

sh the or of the u

being situated in Union Count Agreement as Tract No.24 PANY.

NY. IN WITNESS WEIGHTOF

A CARLON STOCK

1997. 1997. - 1997. 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1997. - 1

STATE OF COUNTY OF D 2

14 to ±

NY. IN WITNESS WHEREOF

STATE OF COUNTY OF THE SECOND OF THE SECOND

---

.

3.15

83.5

. بر المعرفي بر المعرفي المعرفي 

10 P.L

ALL AND AND Providence ( ....

0

- AS A STATE OF 

C. T. M. AND C.

المعيدة أقاميهم وا

The undersigned hereby further agrees that the development and operation by the Black Mesa Unit Agreement of any lands under its costrol pursuant to, and in the shall be deemed a full performance of all obligations for the development and op-terms of any lease or other document which the working interest owner or owners respect to the land hereinafter described, regardless of whether there is any develo-land.

The undersigned further agrees that any payment due him, her, or it, on account of the product substances by reason of his, her, or its ownership of the land hereinafter described or of an interest the unitized substances produced therefrom, or his, her, or its share of such production, if due shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Us and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed or delivery under the terms of any lease or other document which the working interest owner or below hold with respect to the land hereinafter described, of any amounts due the undersigned the production of unitized substances by reason of his, her, or its ownership of said land, or of an or of the unitized substances produced therefrom.

DESCREPTION OF LAND T 30 N, R 36 E N. Sec. 3, SW, NE SE Sec. 4, EE SE, SW SE Sec. 10, NE NN, NW NE N. M. P. M. being situated in Union County, New Meeters, and destruction in Agreement as Tract No. 41, in which the Weeters from a set of the pany. IN WITENESS WHENESOFA

nent for the device provent and the second rates of the

The Pure Oil Company, an Ohio corporation, and define the second in theme reacting of Leane County, signated the Black Mesa Unit Agreement and has been, or is to be, reappled in theme reacting of Leane County, New Mexico, said agreement and the record thereof being by this reference moorporated herein and made a part hereof as effectively as if herein set out in full.

Sec. of All

er éns

The undersigned hereby further agrees that the development and operation by the Unit Operator under said Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner set forth therein, shall be deemed a full performance of all obligations for the development and operation required under the terms of any lease or other document which the working interest owner or owners named below may hold with respect to the land hereinafter described, regardless of whether there is any development or operation on said land.

The undersigned further agrees that any payment due him, her, or it, on account of the production of maintized substances by reason of his, her, or its ownership of the land hereinafter described or of an interest therein, or of the unitized substances produced therefrom, or his, her, or its share of such production, if delivered in kind, shall be allocated, computed, and paid or delivered on the basis provided in and Black Mesa Unit Agreement; and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed a full payment or delivery under the terms of any lease or other document which the working interest owner or owners named below hold with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of unitized substances by reason of his, her, or its ownership of said land, or of an interest therein or of the unitized substances produced therefrom.



COUNTY OF

- Aria

ign is the set of a

The undersigned hereby further agrees Black Mesa Unit Agreement of any lands shall be deemed a full performance of all terms of any lease or other document whi respect to the land hereinafter described, land. under obliga of

The undersigned further agrees that any payment due him, her, or it, substances by reason of his, her, or its ownership of the land hereinafter d the unitized substances produced therefrom, or his, her, or its share of shall be allocated, computed, and paid or delivered on the basis provided and that payment or delivery by the Unit Operator of such amounts so co or delivery under the terms of any lease or other document which the w below hold with respect to the land hereinafter described, of any amou the production of unitized substances by reason of his, her, or its ownersh or of the unitized substances produced therefrom.

# DESCRIPTION OF LAND

N. M. P. M.

T 50 N, R 36 E N. Sec. 3, SN, W1 681 Sec. 4, E2 SE1, SW1 SE1 Sec. 10, NE1 NW1, NW1 RE1

· • • • • • •

being situated in Union County. New Mondon and Associated in Agreement as Tract Nu-la, in which the Western PANY. IN WITASSER UNIONSCIPTION
The undersigned hereby further agrees that the de Black Mesa Unit Agreement of any lands under its co shall be deemed a full performance of all obligations terms of any lease or other document which the wor respect to the land hereinafter described, regardless land. es that the developin s under its control p d operati ion by the Unit Of nt to. king interest owner or o of whether there is any

The undersigned further agrees that any payment due him, her, or it, on substances by reason of his, her, or its ownership of the land hereinafter desci-the unitized substances produced therefrom, or his, her, or its share of su-shall be allocated, computed, and paid or delivered on the basis provided in and that payment or delivery by the Unit Operator of such amounts so comp-or delivery under the terms of any lease or other document which the work below hold with respect to the land hereinafter described, of any amounts the production of unitized substances by reason of his, her, or its ownership or of the unitized substances produced therefrom.

DESCREPTION OF LINE

N. M. P. M.

S. S. Carto Say

्रि

1.0

----

- CARA

 $\sum_{i=1}^{n} ||\phi_i|| \leq 1$ 

1.000

ilunii - ---

nta ⊂

in the second second

The second

-

\*14

T 30 N, R 36 E N. Sec. 3, SW2, W2 SE2 Sec. 4, E2 SE2, SW2 SE2 Sec. 10, NE2 NW2, NW2 NE2

being situated in Union County, New Mexico, and deal Agreement as Tract No. 41., in which the Working

1.4 

TAUL A

2.97

112

STATE OF STATE AND STATE OF STATE OF STATE OF STATE OF STATE STATE

and the set of the set 1.3

-

is been, or is to be, recorded in the preof being by this reference incorp in set oùt in full.

. **. . . .** . .

Correct Service

The undersigned hereby further agrees that the development and operations by the Unit Op Black Mesa Unit Agreement of any lands under its control pursuant to, and in the manner shall be deemed a full performance of all obligations for the development and operation re terms of any lease or other document which the working interest owner or owners named below respect to the land hereinafter described, regardless of whether there is any development or land. ent or or

The undersigned further agrees that any payment due him, her, or it, on act substances by reason of his, her, or its ownership of the land hereinafter describ-the unitized substances produced therefrom, or his, her, or its share of such shall be allocated, computed, and paid or delivered on the basis provided in sa and that payment or delivery by the Unit Operator of such amounts so compute or delivery under the terms of any lease or other document which the workin below hold with respect to the land hereinafter described, of any amounts d the production of unitized substances by reason of his, her, or its ownership of or of the unitized substances produced therefrom. count of the production of an interest 

# DESCRIPTION OF LAND T 30 N, R 36 E Sec. 3, SW1, H1 8E Sec. 4, E1 SE1, SW1 SE Sec. 10, NE MM1, N N. M. P. M. nated in United Courts Astri Astrikation and a at as Search as a second state of the second s 1 56

1 **N**ree a

14 111 CHANNEL . 

T 30 N, E 36 E N. Sec. 3, SW2, W2 SE2 Sec. 4, E2 SE2, SW2 SE2 Sec. 10, NE2 NW2, HW2 NE2

1975

建國意

- 10

17.17

A Constant of the

County of

The undersigned hereby further agrees that i Black Mesa Unit Agreement of any lands under shall be deemed a full performance of all obliga terms of any lease or other document which the respect to the land hereinalter described, regard land. 

The undersigned further agrees that an substances by reason of his, her, or its owne the unitized substances produced therefrom shall be allocated, computed, and paid or de and that payment or delivery by the Unit O or delivery under the terms of any lease o below hold with respect to the land here the production of unitized substances by rea-for of the unitized substances produced there es that any payment due his rits ownership of the land ber, or it m of his. her. or 0.11

DESCRIPTION OF LAND

R. M. P. M.

6. 

28.

1.

45

-

the second second

÷. - æ

a and a state New States and States a

T.

The line is a line of the line

The undersigned further agrees that any payment due him, her, or it substances by reason of his, her, or its ownership of the land hereinafter of the unitized substances produced therefrom, or his, her, or its share of shall be allocated, computed, and paid or delivered on the basis provided and that payment or delivery by the Unit Operator of such amounts so or or delivery under the terms of any lease or other document which the below hold with respect to the land hereinafter described, of any amount the production of multired substances by reason of his here or any amount respect to the the produc on of uni of his, her, or its o

T 50 N, R 56 E Sec. 3, SW, N SE Sec. 4, E SE, SW SE Sec. 10, E HR, W, N N. H. P. K. . . . 

1

2. . . . . 

that Anything out the ment and the record thereof be hereis lot out in full. Troby further agrees that the development ment of any lands under its costrol put mence of all obligations for the t to the land herei

es that any payment due him r its ownership of the land h The undersigned further agre substar and of his, her, or its o

**R.** 2. **P**. T 50 N, R 36 E Sec. 3, SH, No Bo Sec. 4, E SE, SH Sec. 10, He Ma, H N. H. I Sist 

1

×.,

. . . . .

AND STATISTICS AND A LOGIC TO 

Units Association as a second charged being as a second charged being as a second charged being as a second second

obligations for the dension hich the working interest owner o regardless of whether there is a of all r there is any nafter de et to f

The undersigned further agrees that any payment due him, her, or it, substances by reason of his, her, or its ownership of the land hereinafter d the unitized substances produced therefrom, or his, her, or its share of shall be allocated, computed, and paid or delivered on the basis provided and that payment or delivery by the Unit Operator of such amounts so co or delivery under the terms of any lease or other document which the w i that payme delivery under the terms low hold with respect to the production of unitized substan the mitized substances prod the

<u>\_\_\_\_\_\_</u> N. M. P. M. T 50 N, R 56 E Sec. 5, ST., Ng 555 Sec. 4, Eg SE., SW Sec. 10, NE NW, B 

Chisteria Deservations Deservations

NEW MORICO OIL CONSERVATION CONTINUION.

STATE OF NEW INCICO.

APPLICATION FOR APPROVAL OF BLACK MERA UNIT ASEREMENT, UNION GOUNTY, NEW MEXICO.

No

# PETITION

Campa new the undersigned, The Pure Oil Company, and files two apples of a Unit Agroement for the development and operation of the Black Mean Unit, Union County, New Mexico, and hereby makes application for the approval of said agreement by the New Mexico Oil Conservation Commission, and in support thereof shows

1. That the Unit Area designated in said agroundst covers 35,030.36 sares, and is situated in the martheast part of Union County, in the State of New Maxime. That of anid excepts subraced within said Unit Area, 8,007.00 moves are smad by the United States of America, 8,249.04 moves are owned by the State of New Maxime, and 15,973.75 moves are privately causely that your petitioner has valid and subsisting all and gas mining leases, or has agreed to purchase assignments, covering the same, as to all the lands with exception of approximately 10 moves, and that anid agreement has been excepted by your petitioner and Dimercus causes of royalty interests in said lands, involving approximately 98.42% of the working interest, and approximately 94.6% of the fee or royalty interest.

2. That the area designated in said with has involution ween designated by the Sirector of the Sectorical Survey of the Separament of the Interior as a legical error for sequeration and development as a write of any oil or gas dependent which may be discovered.

3. Your politions, the modelable destroit poly destroit poly and plant and plant and plant and plant and plant in a subwrity to carry an operations necessary for development and exploration of the unit area for all and gas, subject to complations of the Societary of the Societary of the index, subject to complations of the Societary of the Soci

~]~

less them six thousand (6000) foot, unless at a lesser depth a full depends of unitized substance is discovered, or it shall be determined that further drilling would not be unreacted.

eresser of the second

4. That the proposed aground follow substantially the same form of Unit Agreement hereteters approved by the Oil and Gas Concervation Counisaies, the Consissioner of Public Lands of the State of New Nexton, and Secretary of the Inverior of the United States. Petitioner has subsitted a copy of this agreement to the Department of the Interior of the United States, who has indicated its approval of said agreement, formal approval to be deferred and to be affective only if approved by the State of New Nextee noting through its Oil Conservation Consistion and the Countraloner of Public Lands. It is believed that the exercises to be carried as under the terms of this unit agreement would prenove commandal and afficient recovery of the and may and the better whilightion of recorroir energy because it provides for well spacing in accordance with such rules as may be prosoribed by the Oil Conservation Consisting permits drilling, engineering, development and production proctices on federal, state and privately owned lands to be conducted in accordance with the plan which has the joint approval of state and federal authorities and under a unified management, and makes possible the production of wells in the field in such a carpor as may be directed by public midicrity so as to avoid water increator, master of gay, or compatid to production providers. That unlos Vis a pan and the State of Sector will receive the chars of all or gas, which will be ellocated to be as server, a trata in may and all participation arous A BUT CON ON CONTRACT

ederation fin fin a sour dire and and and and readin readin to the fin the source is a source of the star and the circle of the start of the circle of the circle of the start of the source of the so

(a) A set and the calcol well all the catero (relation or relation) and the formation of the catero of the cate

Sec. Sec.

011 Opportunitan Countarium.

6. A gashedcal report encoursing the structure is marked Schibit "A" and flied herewith. To this gashedcal report is attached a map showing the actilizes of the unit area and the structure.

MERREFORS, the undersigned applicant respectfully requests that a public bearing be hold on the matter of the approval of the said Unit Agreement, as provided by Statutes of New Merrice and regulations of New Merrice Oil Concervation Countering and that upon and bearing and agreement be approved by the New Merrice Oil Concervation Counterion.

Respectfully submitted,

THE FURB OR DORPANT. By Muntersong

# CONFIDENTIAL

no el merro

1

## EXHIBIT "A"

APPLICATION FOR DESIGNATION OF UNIT AREA BLACK MESA STRUCTURE - UNION COUNTY, NEW MEXICO

GEOLOGICAL REPORT

### OWNERSHIP HAP

THE PURE OIL COMPANY P.O. BOX 271 TULSA, OKLAHOMA

### ETHIBIT "A"

The Black Mesa Structure is located in Townships 30, 31, and 32, North, Ranges 36 and 37 East, Union County, New Mexico. This structure is a northeast-southwest trending anticlinal fold of low relief. The center of the designated area is 33 miles north of the Town of Clayton, New Mexico.

The structure, as indicated on the attached map, marked Exhibit "1", is an expression of the surface outcrops. No actual elosure is interpreted from surface exposures but a flattening northeast and southwest from the near slesure in Section 23, Township 31 North, Range 36 Hast is believed to be important with respect to the accumulation of oil since subsurface structures are commonly of greater amplitude than their surface components. The increase in dip of the surface beds paralleling the east flank of the structure suggests a major disturbance.

It is believed that the low relief of the surface structure enhances the possibilities for a thicker sedimentary section more than if a prominent surface structure were present. Regionally, many of the prominent anticlines are underlaid by comparatively shallow granite. From regional data 5000 to 6000 feet of sediments are expected to underlie the unit area. Production may be expected from the Fermian and Pennsylvanian arkoses or granite washes; Lower Pennsylvanian sands and Pre-Pennsylvanian formations. Depending upon the extent of erosion a comparatively thick section of Mississippian, and possibly some Simpson and Arbuckle limestone are believed to be present.

Should production be found on the Black Mesa structure, it is believed that the productive area would be large.

Division Geologist, The Pure Oil Company Southwestern Producing Division

#### SUPPLEMENT TO EXHIBIT "A"

We submit herewith additional geologic information on the Black Mesa structure, Townships 30, 31 and 32 N., Ranges 36 and 37 E., Union County, New Mexico. These additional data, together with our interpretations, were not submitted with the original application for designation of unit area because it was believed that the structural information presented, based upon excellent surface data, was adequate.

In the original application it was stated that low-relief surface structures of the Black Mesa type were believed to have a better chance of being underlain by a thick sedimentary column than high-relief surface structures. This is still our belief, but regional subsurface considerations make it necessary to entertain an alternate hypothesis. This surface structure is located upon the east flank of the well known regional Sierra Grande arch. Several wells drilled on top of this arch have found shallow pre-Cambrian granite. One of these wells is the Baker Ranch well in Section 6, 31N., 33E., Union County, New Mexico, 23 miles west of the top of the Black Mesa structure. The Baker Rangh well reached the pre-Cambrian at approximately 2100 feet. About 13 miles east of the top of the Black Mess structure the Sinclair #1 School Land in section 22, 5N., 2 E., Cimarron County, Oklahoma, was still in sedimentary rock of Pennsylvanian age at a total depth of 4872 feet. Therefore a thick sedimentary column containing porous granite wash beds is present to the east of the Sierra Grande arch and has to pinch out on the east flank of the arch, setting the stage for a combination structural and stratigraphic trap of the Amarillo type.

The location of the west edge of the porous section can be determined only by drilling. Magnetic information does not indicate accurately the east edge of the shallow granite area. Any attempt to determine the edge by seismic methods is a waste of time, offort and money. We have had broad experience attempting to make such determinations by soismic methods and know the hazards. Although the Black Mesa structure is closer to the well revealing thick sediments, there is a possibility that the top of the structure is underlain by shallow granite, in which case the east flank of the structure becomes an excellent prospect for accumulation in granite wash beds controlled by both structure and stratigraphy. With this possibility in mind, considerable flank acreage was included in the unit area.

1. a.

In summary, drilling of the Black Mesa structure may find accumulation on top controlled by structure or on the east flank controlled by both structure and stratigraphy. Considering the prominence of the surface structure and the unpredictable subsurface structure and stratigraphy, it is our judgment that the Black Mesa structure warrants one or more test wells and does not warrant further geophysical investigation in advance of drilling. If drilling proves accumulation of the Amarillo type on the flank of the structure, the field may well extend beyond the limits of the proposed unit area.

Assistant Chief Geologist, The Pure Oil Company

- 2 -





• •4

•

• •

• •

· ;