February 24, 1965

ub FEB

Mr. D. S. Nutter Chief Engineer New Mexico Oil Conservation Commission P. O. Box 2088 Santa Fe, New Mexico

#### Gentlemen:

Pursuant to Rule 309-B, General American Oil Company of Texas seeks administrative approval to commingle the production from its Bosworth lease LC-067610-A, with the production from its Brewer lease LC-061638 both leases located within the boundries of a waterflood project in the High Lonesome Pool, Eddy County, New Mexico, approved by Commission Order No. R-2443.

In support of our request we submit the following exhibits:

- (1) A plat showing both leases and the sones which they are producing from.
- (2) Schematic diagrams of the commingling facility showing that from time to time exact lease production can be obtained and that facilities are available to test each well separately at least once a month.
- (3) A copy of the Royalty Pooling Agreement.
- (4) A copy of the letter of approval from John A. Anderson, Regional Oil and Gas Supervisor for the United States Geological Survey.
- (5) A letter of approval from Continental Pipe Line Company as purchaser of the production.

Production from the Bosworth and Brewer leases are from a common source of supply both being from the High Lonesome Penrose Sand Pool.

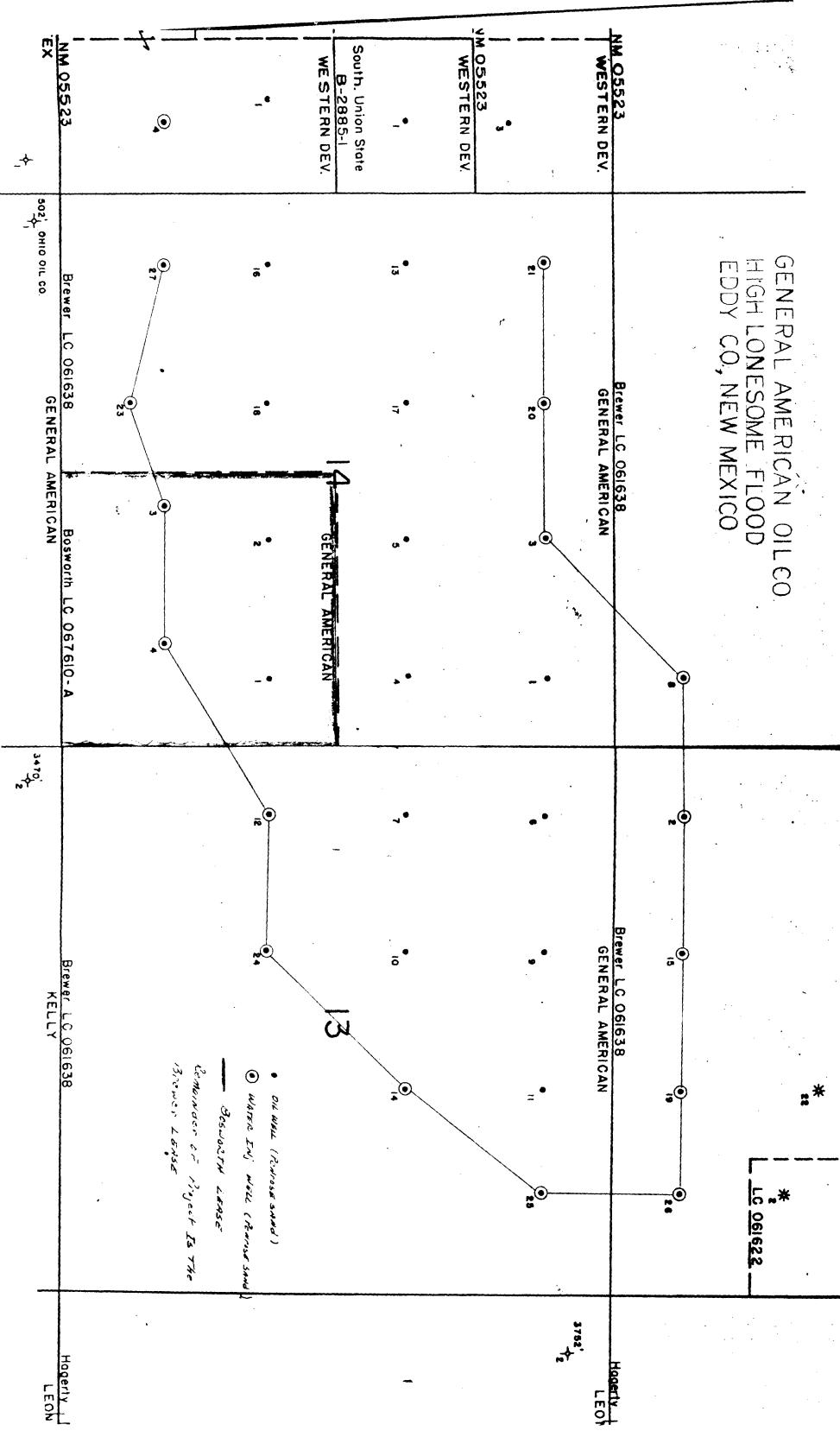
If additional information is needed please advise.

Very truly yours,

GENERAL AMERICAN OIL COMPANY OF TEXAS

P. T. Heard

District Superintendent



HIGH LONGSONG WATERFLOOD - BREVER AND DOSWORTH LEASES

STATE OF NEW MEXICO
COUNTY OF EDDY

## ROYALTY POOLING AGREEMENT

THIS AGREEMENT, made and entered into by and between GENERAL AMERICAN OIL COMPANY OF TEXAS, a Delaware Corporation (hereinafter referred to as "Operator"), and DON ANGLE, NOLA M. BREWER, OLEN F. FEATHERSTONE, SOUTHERN METHODIST UNIVERSITY (in trust for the use of Perkins School of Theology), JACK DILL KNOX, IONA SUTTON, MARTIN YATES, III, I. W. BOSWORTH, GLENN C. FERGUSON, ROBERT H. MILLER and their respective spouses, if any (hereinafter collectively referred to as "Subscribers");

### WITNESSETH: THAT

WHEREAS, Operator is the owner of the leasehold estate in and under each of the oil and gas leases included within that certain area described and set forth in Exhibit "A" attached hereto and made a part hereof, which said area shall hereinafter be referred to as the "Pooled Area"; and

WHEREAS, by Order No. R-2443, dated March 6, 1963, of the Oil Conservation Commission of the State of New Mexico, reference to said Order being hereby made for any and all purposes in connection herewith, Operator received approval from said Commission to institute a three-stage waterflood project by the injection of water into the Pooled Area, all for the purpose of increasing the ultimate recovery of Pooled Substances (as defined in Exhibit "A") from the Pooled Area; and

WHEREAS, the subject oil and gas leases are burdened with certain overriding royalty interests which were created in the following described instruments:

- a. Assignment of Oil and Gas Lease dated October 6, 1950, between Nola M. Brewer and O. S. Brewer, her husband, and A. H. Meadows, recorded in Book 38, Page 255, Oil and Gas Records of Eddy County, New Mexico;
- b. Partial Assignment of Oil and Gas Lease dated December 27, 1951, between I. W. Bosworth and Esther Bosworth, his wife, and Don Angle, recorded in Book 44, Page 179, Oil and Gas Records of Eddy County, New Mexico; and
- c. Partial Assignment of Oil and Gas Lease dated February 20, 1952, between Don Angle and Gladys Angle, his wife, and A. H. Meadows, recorded in Book 44, Page 183, Oil and Gas Records of Eddy County, New Mexico;

reference to said instruments and the recordation thereof being hereby made for any and all purposes in connection herewith; and

WHEREAS, it is the desire of Subscribers to provide for the pooling of the foregoing overriding royalty interests.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by each of the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

- and in the Pooled Substances produced therefrom are hereby pooled and unitized to the end effect that, from and after the effective date hereof and as long as water is being injected into the Pooled Area or any part thereof without cessation of more than sixty (60) consecutive days, Operator may develop and operate the Pooled Area as an entirety upon the understanding that all Pooled Substances produced and saved therefrom, less that used for operations on the Pooled Area in accordance with the terms of the leases described in Exhibit "A", shall be allocated among, or accounted for, and payment made to the parties hereto as follows:
  - a. Effective at 7:00 a. m. on the effective date hereof and until 7:00 a. m. on the

first day of the month next following
the date when the cumulative oil production from the Pooled Area from and
after January 1, 1963, equals 410,891
barrels of oil, the participation of each
party hereto shall be as set forth in
Column I on Exhibit "B", which is attached hereto and made a part hereof; and

- b. Effective as of 7:00 a.m. on the first day of the month following the date when the 410,891 barrels of oil referred to in sub-paragraph 1 a above shall have been produced, the participation of each party hereto shall be as set forth in Column II on Exhibit "B".
- 2. It is agreed that Operator shall not be obligated to offset any well or wells completed in the same formation covered by this agreement and located on the lands covered by either of the leases described in Exhibit "A", nor shall Operator be required to measure separately the Pooled Substances by reason of the diversified ownership thereof, but Operator is not released from its obligation to protect the Pooled Area from drainage of Pooled Substances by a well or wells which may be drilled on lands not covered by the oil and gas leases described in Exhibit "A".
- 3. The production of Pooled Substances and the disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable federal or state statutes. This agreement shall be subject to all applicable federal and state laws or executive orders, rules and regulations.

- 4. Each party hereto does hereby warrant that it has made no conveyance of an interest, either legal or equitable, in the Pooled Area subsequent to March 21, 1963, and each party hereto does further warrant that any and all conveyances of an interest, legal or equitable, in the Pooled Area made to it or by it to a person who is not a party to this agreement have been recorded in the records of the County Clerk of Eddy County, New Mexico. The covenants herein shall be construed to be covenants running with the land with respect to the pooled interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall become subject to this agreement.
- 5. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- 6. The Southwest National Bank of El Paso, Texas, the owner of a lien on the interest of Don Angle and wife, Gladys Angle, and Peoples State Bank of Artesia, New Mexico, the owner of a lien on the interest of Iona Sutton and husband, Stanley S. Sutton, join herein solely for the purpose of evidencing their consent to the pooling of their respective mortgagor's interest as herein provided. Notwithstanding anything contained herein to the contrary, it is understood and agreed between said respective mortgagors and mortgagees that the distribution of the proceeds for the Pooled Substances allocated to such mortgagor's interest, as shown on Exhibit "B", shall be as provided in the instrument creating said lien and any recorded amendments thereof.
- 7. This agreement may be executed in any number of counterparts and shall be binding upon all parties who have executed same,

but it shall not become effective unless and until a counterpart has been executed by all of the specified parties hereto; provided that if the lien, insofar as same covers the Pooled Area, of either of the banks hereinabove referred to in Paragraph 6 shall be released or otherwise discharged prior to the time that this instrument is executed by each of the parties named in the first paragraph hereof, then the execution of this agreement by the bank owning the lien so released or discharged shall not be essential to the effectiveness hereof.

IN WITNESS WHEREOF, this agreement is executed by the parties on the dates of their respective acknowledgments annexed hereto.

Stanley S. Sutton	Iona Sutton
Lillie M. Yates	Martin Yates, III
Esther Bosworth	I. W. Bosworth
	Glenn C. Ferguson
	Robert H. Miller
	SOUTHWEST NATIONAL BANK OF EL PASO
ATTEST:	_
	Ву
	PEOPLES STATE BANK OF ARTESIA NEW MEXICO
ATTEST:	Ву

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written. My Commission expires	
	Notary Public

# EXHIBIT "A" TO ROYALTY POOLING AGREEMENT EDDY COUNTY, NEW MEXICO

### Definitions

- 1. The term "Pooled Area" as used in this agreement shall mean and refer to that correlative formation known as the Penrose Sand, a member of the Queen Formation, and found between the subsurface depths of 2,065 feet and 2,087 feet on the basis of the Driller's Log dated August 12, 1959, of General American Oil Company's Brewer No. 15 Well located in the SE/4 SW/4 Section 12, Township 16 South, Range 30 East, N.M.P.M., Eddy County, New Mexico, underlying the following described lands situated in Eddy County, New Mexico:
  - (a) In Township 16 South, Range 29 East, N.M.P.M:

Section 11: SE/4 SE/4

Section 12: S/2 S/2

Section 13: N/2 NE/4, SW/4 NE/4, NW/4, N/2

SW/4, and

Section 14: N/2, SW/4

containing 1,040 acres, more or less, and subject to that certain 0il and Gas Lease dated August 1, 1950, made and entered into by and between United States of America, as Lessor, Nola M. Brewer, as Lessee, bearing Las Cruces Serial No. 061638 (which also covers other lands not material to this agreement); and

(b) In Township 16 South, Range 29 East, N.M.P.M:

Section 14: SE/4

containing 160 acres, more or less, and subject to that certain Oil and Gas Lease dated August 1, 1950, made and entered into by and between United States of America, as Lessor, and I. W. Bosworth, as Lessee, bearing Las Cruces Serial No. 067610-A;

provided, however, in the event that either of the above described Oil and Gas Leases should, for any reason, terminate prior to the expiration of the term of this agreement, the Pooled Area shall be reduced to encompass only said correlative formation underlying the above described lands which are subject to the said Oil and Gas

Lease remaining in effect.

2. The term "Pooled Substances" as used in this agreement shall mean and refer to the oil, gas and other hydrocarbons produced from the Pooled Area during the term of this agreement.

# EXHIBIT "B" TO ROYALTY POOLING AGREEMENT EDDY COUNTY, NEW MEXICO

## Schedule of Participation of Parties

Party	Column I	Column II
General American Oil		
Company of Texas	95.0000000%	95.0000000%
• •	-	-
Don Angle	1.9455039	1.8876864
Olen F. Featherstone	0.9727519	0 <b>.9</b> 43 <b>8</b> 432
Southern Methodist		
University (in trust		
for the use of Perkins		
School of Theology)	0.9727519	0.9438432
Jack Dill Knox	0.72 <b>95639</b>	0.7078824
Nola M. Brewer	0.243 <b>1879</b>	0.2359608
Iona Sutton	0.0272481	0.0561568
Martin Yates III	0.0272481	0.0561568
I. W. Bosworth	0.0272481	0.0561568
Glenn C. Ferguson	0.0272481	0.0561568
Robert H. Miller	0.0272481	0.0561568
	100.0000000%	100.0000000%

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but it shall not become effective unless and until a counterpart has been executed by all of the specified parties hereto; provided that if the lien, insofar as same covers the Pooled Area, of either of the banks hereinabove referred to in Paragraph 6 shall be released or otherwise discharged prior to the time that this instrument is executed by each of the parties named in the first paragraph hereof, then the execution of this agreement by the bank owning the lien so releas dor discharged shall not be essential to the effectiveness hereof.

IN WITNESS WHEREOF, this agreement is executed by the parties on the dates of their respective acknowledgments annexed hereto.

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County of	Datter.	X · · ·
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	nd acknowledged to me	
	<b>o</b>	, executed the same as
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but it shall not become effective unless and until a counterpart has been executed by all of the specified parties hereto; provided that if the lien, insofar as same covers the Pooled Area, of either of the banks hereinabove referred to in Paragraph 6 shall be released or otherwise discharged prior to the time that this instrument is executed by each of the parties named in the first paragraph hereof, then the execution of this agreement by the bank owning the lien so released or discharged shall not be essential to the effectiveness hereof.

IN WITNESS WHEREOF, this agreement is executed by the parties on the dates of their respective acknowledgments annexed hereto.

GENERAL AMERICAN OIL COMPANY

·	OF TEXAS
ATTEST:	
	Ву
Gladys Angle	Don Angle
O. S. Brewer	Nola M. Brewer
Martha Featherstone	Olen F. Featherstone
	SOUTHERN METHODIST UNIVERSITY, a charitable corporation, Trustee
	Ву
	Jack Dill Knox

State of Den Depico
County of Edg X
Be it remembered, That on this 28 day of October A. D. 1963, before me, a Notary Public in and for said County and State, personally appeared De Caron. Frewer and O.S. Sierre
ter hushand, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that them.
free and voluntary act and deed for the uses and purposes therein
nature and affixed my notarial seal, the day and year first above written.
COUNTY COUNTY Commission expires Oct 8 1966
Lela Chroth Notary Public
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set forth.  In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.
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written.  My Commission expires

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Stanley S. Sutton	Jone Sutton
Lillie M. Yates	Martin Yates, III
Esther Bosworth	I. W. Bosworth
·	Glenn C. Ferguson
	Robert H. Miller
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	PEOPLES STATE BANK OF ARTESIA, NEW MEXICO
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Stanley S. Sutton	Iona Sutton
Lillie M. Yates	Martin Yates, III
Esther Bosworth	I. W. Bosworth
	Glenn C. Ferguson
	Robert H. Miller
	SOUTHWEST NATIONAL BANK OF EL PASO
ATTEST:	Ву
	PEOPLES STATE BANK OF ARTESIA, NEW MEXICO
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County of Eddy	$\hat{\mathbf{x}}$
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	Notary Public
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set forth.	for the uses and purposes therein have hereunto set my official sig-
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but it shall not become effective unless and until a counterpart has been executed by all of the specified parties hereto; provided that if the lien, insofar as same covers the Pooled Area, of either of the banks hereinabove referred to in Paragraph 6 shall be released or otherwise discharged prior to the time that this instrument is executed by each of the parties named in the first paragraph hereof, then the execution of this agreement by the bank owning the lien so released or discharged shall not be essential to the effectiveness hereof.

IN WITNESS WHEREOF, this agreement is executed by the parties on the dates of their respective acknowledgments annexed hereto.

Jack Dill

Knox

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County of Claimer	X
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Stanley S. Sutton	Iona Sutton
Lillie M. Yates	Martin Yates, III
Esther Bosworth	I. W. Bosworth
	Glenn C, Ferguson
	Robert H. Miller
	SOUTHWEST NATIONAL BANK OF EL PASO
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	Ву
	PEOPLES STATE BANK OF ARTES NEW MEXICO
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ATTEST:	Ву

State of California
County of Carn Be it remembered, That on this 15th day of Navember persons described in and who executed the within and foregoing instrument and acknowledged to me that , executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

No. 107 / In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written: My Commission expires July 8 1166 Cede S. Danci Notary Public JUNIA CA State of County of Be it remembered, That on this \_\_\_\_\_day of A. D. 1963, before me, a Notary Public in and for said County and State, personally appeared , to me known to be the identical person\_ described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written, My Commission expires Notary Public State of County of Be it remembered, That on this \_\_\_\_\_ day of \_\_\_\_, A. D. 1963, before me, a Notary Public in and for said County and State, personally appeared , to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that , executed the same as free and voluntary act and deed for the uses and purposes therein set forth. In witness whereof, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written. My Commission expires

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	GENERAL AMERICAN OIL COMPANY OF TEXAS
ATTEST:	
	Ву
Gladys Angle	Don Angle
O. S. Brewer	Nola M. Brewer
Martha Featherstone	Olen F. Featherstone
San	SOUTHERN METHODIST UNIVERSITY, a charitable corporation, Trustee
Phoebe Davis, Secretary	By Trent 2001 V-P-Fremmen
	Jack Dill Knox



## UNITED STATES DEPARTMENT OF THE INTERIOR

## GEOLOGICAL SURVEY Drawer 1857 Roswell, New Mexico 88201

February 12, 1965

General American Oil Company of Texas P. O. Box 416
Loco Hills, New Mexico 88255

Attention: Mr. R. J. Heard

#### Gentlemen:

Your letter of January 13, 1965, requests approval to commingle the Penrose oil produced from leases Las Cruces 061638 and 067610-A, Eddy County, New Mexico.

The method of commingling described by your letter is hereby approved. Please advise the District Engineer, U. S. Geological Survey, P. O. Drawer U, Artesia, New Mexico, when the installation is completed so that an inspection can be made.

Sincerely yours,

JOHN A. ANDERSON

Regional Oil & Gas Supervisor



## CONTINENTAL PIPE LINE COMPANY

P. O. Box 410 Artesia, New Mexico February 23, 1965

General American Oil Company of Texas P. O. Box 416 Loco Hills, New Mexico

Attention: Mr. R. J. Heard

Dear Sir:

Your letter of February 17, 1965, has been received requesting approval as transporter to commingle the production from the following leases: Las Cruces 061638 and 067610-A, High Lonesome Pool, Eddy County, New Mexico.

Continental Pipe Line Company as the transporter hereby approves your request to commingle the above leases as set out in the New Mexico Oil Conservation Commission Rules and Regulations rule number 309.

Yours very truly,

Kastocks

CONTINENTAL PIPE LINE COMPANY

K. D. STOCKS

Assistant Superintendent New Mexico District

KDS-KS

cc: Mr. Smith Wolfe

