

ENL CONSE  
SANTA FE, NEW MEXICO  
R. Olson EXHIBIT No. 1  
CASE 1265

April 16, 1957

Re: 88-344 Wimberley Unit  
Your Title Opinion #264  
BL/4 Section 23-258-37E  
Los County, New Mexico

Campbell & Russell  
J. P. White Building  
Roswell, New Mexico

Gentlemen:

In line with your title opinion, division orders have been prepared and circulated by us covering the high pressure gas and distillate production from the above referenced unit.

At the time the Commitment Agreement on this unit was circulated, we received approval on the Consent and Ratification form from all the interest owners with the exception of Mr. Sam B. Wimberley. Numerous letters addressed to him were unanswered, however none of them were returned to us by the Post Office Department.

At that time you advised us it was not necessary to have Mr. Wimberley's approval and, as you know, the Commitment Agreement was submitted to the Federal Government and their approval to the formation of the unit was given.

After we received the Government's approval, division orders on the high pressure gas as prepared by us were forwarded to all owners and signed division orders were returned by all except Mr. Wimberley. Numerous follow up letters failed to get a response from him. Payout is being made to everyone except Mr. Wimberley and we are holding his interest in suspense.

After The Texas Company prepared their division orders on distillate production and forwarded them to us for circulation, we obtained signed copies from all other interest owners, but again Mr. Wimberley ignored our correspondence.

In a further effort to contact Mr. Wimberley, we wired asking him to call us collect. We did not receive the telephone call, so we attempted to reach him by telephone and were advised that he was

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Campbell & Burnett

1-10-57

Page 1

not listed in the directory. On February 14th we wrote him again sending the letter registered-deliver to addressee only. On March 2nd the registered letter was returned to us with the notation that both the first and second notices which were left at his address were ignored. No further efforts have been made to contact Mr. Wimberley.

We would like to have your opinion as to our position in this matter and what disposition should be made of the funds accumulating to Mr. Wimberley's interest. For your information, Mr. Wimberley owns under 120 of the 160-acre unit, his interest being 15 acres or .0117188 in the 160-acre unit production. Also, prior to unitization Mr. Wimberley executed our division order based on the 40-acre unit (SE 1/4) under which he owned 5 acres or .015625 and payments were made to him until the date of the formation of the 160-acre unit, August 1, 1955.

Yours truly,

R. OLSEN OIL COMPANY

cc

By

Wileen Crossman

ccM Mr. Olsen  
Mr. Randolph  
Mr. Novik

ILLEGIBLE

ILLEGIBLE

R OLSEN OIL COMPANY  
2805 LIBERTY BANK BUILDING  
OKLAHOMA CITY, OKLA.



REGISTERED RECEIPT REQUESTED

REGISTERED  
NO 9480

2/16/57  
2A

RETURN RECEIPT REQUESTED

~~Mr. E. D. Winkler  
1940 11th Street  
Solana, California~~

Second Notice - Mr. Winkler  
No First Notice - Mr. Winkler

*J. O. ...  
...  
...  
...  
...*

February 14, 1957

Re: Winberley Gas Unit US-344  
NE/4 Section 23-23S-37E  
Los County, New Mexico

Mr. Sam D. Winberley  
1940 Eile Street  
Selma, California

Dear Sir:

We are enclosing for your signature copies of our gas division order and The Texas Company's division order covering distillate production from the Winberley Unit.

Since August 1, 1955 production from the Winberley well has been on the basis of a 160-acre proration unit and we are now holding in suspense for your account the sum of \$538.04 for gas production from August 1, 1955 through December 31, 1956. If you will sign the enclosed division orders, have your signature witnessed by two individuals and return them to us, the \$538.04 which we are holding together with the money The Texas Company is holding for distillate production will be released to you. Until signed division orders are received by us, we must withhold payment to you.

Your immediate attention to this matter will be most appreciated.

Yours truly,

R. OLSEN OIL COMPANY

By  
Willem Crossman

REGISTERED NO. 9480

Value \$ *WV* Spec. del'y fee \$

Fee \$ *40* Ret. receipt fee \$ *1*

Recharge \$ Rest. del'y fee \$ *20*

Postage \$ *12* ☒ Airmail

Postmaster, By

From *R. Olsen Oil Co.*  
*2805 Liberty Bank Bldg*

To *Mr Sam D. Winberley*  
*1940 Eile St -*

POD Form 3806  
May 1954

*Selma Calif.*

RECEIVED  
FEB 14 1957  
II I FGIRI F

DOMESTIC SERVICE	
Check the class of service desired: otherwise this message will be sent as a full-rate telegram	
FULL RATE TELEGRAM	\$
DAY LETTER	S
NIGHT LETTER	E

# WESTERN UNION

1906 10-61

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired: otherwise this message will be sent as a full-rate telegram	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			R. OLSEN OIL COMPANY, 2805 Liberty Bond Bldg.	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SAM D. WIDENBURY  
1940 KILD STREET  
SELMA, CALIFORNIA

PLEASE CALL US COLLECT REGARDING DIVISION ORDER ON WIDENBURY WILL, LSA COMPANY,  
NEW MEXICO. TELEPHONE FOREST 5-1518, OKLAHOMA CITY, OKLAHOMA.

JACK L. BEVILLE  
R. OLSEN OIL COMPANY

WC  
2-7-57  
US-344

January 10, 1957

Re: US-344 Wimberley Unit  
NE/4 23-256-37E  
Lea County, New Mexico

Mr. Sam B. Wimberley  
1940 Eile Street  
Selma, California

Dear Sir:

We enclose The Texas Company's division order covering your interest in the distillate production from the Wimberley Unit, NE/4 of Section 23-256-37E, Lea County, New Mexico, effective August 1, 1955, the date of the formation of this 160 acre proration unit.

Will you and your wife please execute this instrument, have your signatures witnessed by two adults and return same to this office for further handling at your earliest convenience.

We are also enclosing our form of division order covering the gas production from this lease. We ask that you execute this form and return it to us.

Funds which have accumulated to your interest since the formation of the unit, August 1, 1955, will be released upon the return of the executed instruments.

Yours truly,

R. OLSEN OIL COMPANY

us  
Enc.

By  
Wilson Croceman

ILLEGIBLE

November 14, 1956

Re: US-344 Wimberley Unit  
NE/4 23-25S-37E  
Los County, New Mexico

Mr. Sam D. Wimberley  
1940 Eilo Street  
Selma, California

Dear Sir:

We are enclosing our form of gas division order covering production from the Wimberley Unit comprised of the NE/4 of Section 23-25S-37E.

The formation of this unit has been completed and funds which have accumulated to your interest since August 1, 1955 can now be released. Please sign one copy of the enclosed, have your signature witnessed by two individuals, and return to us at your earliest convenience.

Yours truly,

R. GLENN OIL COMPANY

us  
Enc.

By  
Wilson Crossman

cc: Mr. Glenn  
Mr. Randolph  
Mr. Neville

ILLEGIBLE

October 12, 1956

Re: US-344 Wimberley  
NE/4 Section 23-258-37E  
Dea County, New Mexico

Mr. Sam D. Wimberley  
1940 Kilo Street  
S. Ima, California

Dear Sir:

Under date of September 21st we forwarded for your approval a Division Order covering your interest in the Wimberley 160-acre gas unit.

We would appreciate it if you would execute one copy and return it to us at your earliest convenience so that funds which have accumulated since the formation of the unit, August 1, 1955, may be released.

Yours truly,

R. OLSEN OIL COMPANY

we

By

Wileen Crossman

cc: Mr. Olsen  
Mr. Randolph  
Mr. Neville

ILLEGIBLE

**R. OLSEN OIL COMPANY  
2805 LIBERTY BANK BUILDING  
OKLAHOMA CITY, OKLAHOMA**

**September 21, 1956**

**Re: US-344 WIMBERLEY UNIT  
NE 1/4 Section 23-25S-37E  
Lea County, New Mexico**

**Mr. Sam D. Wimberley  
1940 Kilo Street  
Selma, California**

**Dear Sir:**

We enclose our Division Order covering your interest in the WIMBERLEY UNIT, NE/4 Section 23-25S-37E, Lea County, New Mexico, effective August 1, 1955, the date of the formation of this 240-acre proration unit.

Will you please execute one copy, have your signature witnessed and return same to this office for further handling at your earliest convenience.

Funds which have accumulated to your interest since the formation of the unit, August 1, 1955, will be released at an early date.

**Yours truly,**

**R. OLSEN OIL COMPANY**

**wc  
Enc.**

**By  
Wilson Crossman**

March 23, 1956

Re: US-344  
Winberley Unit  
NE 1/4 Section 23-253-37E  
Lee County, New Mexico

Mr. Sam D. Winberley  
1940 Ello Street  
Salina, California

Dear Sir:

We would appreciate it if you would return the Consent and Ratification of the Communitization Agreement which was forwarded to you sometime ago.

Within a very short time we will have completed all the necessary instruments for the formation of this unit and abstracts will be submitted to the pipe line company for new division orders. Unless you have completed and returned the requested Consent and Ratification by that time, the interest allotted to your account will be held in suspense by the pipe line company until such time as your consent is given to the formation of this unit.

In the event you have misplaced the Consent and Ratification which was forwarded to you, we enclose a duplicate copy which we ask that you sign and return at your earliest convenience.

Yours truly,

R. OLSEN OIL COMPANY

cc:  
Enc.

By Philip Randolph

cc: Mr. Olson  
Mr. Neville

II I FGIRI F

February 23, 1956

Re: US-344 Wimberley #1  
NE/4 Sec. 23-253-37E  
Lea County, New Mexico

Mr. Sam D. Wimberley  
1940 Ello Street  
Melma, California

Dear Sir:

Under date of November 17, 1955 we forwarded for your approval a Consent and Ratification of the Communitization Agreement covering the unit to be formed around the Wimberley #1 well in the NE/4 of Section 23-253-37E.

To date we have not heard from you and we would appreciate it very much if you would execute one copy of the Consent and Ratification and return it to us as soon as possible.

Yours very truly,

R. OLSEN OIL COMPANY

cc

By

Philip Randolph

cc: Mr. Olsen  
Mr. Neville

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January 20, 1956

Re: US-344 Wimberley #1  
NE/4 Section 23-25S-37E  
Lea County, New Mexico

Mr. Sam D. Wimberley  
1940 Ello Street  
Selma, California

Dear Sir:

Under date of November 17, 1955 we forwarded for your approval a Consent and Ratification of the Communitisation Agreement covering the unit to be formed around the Wimberley #1 well in the NE/4 of Section 23-25S-37E.

To date we have not heard from you and we would appreciate it very much if you would execute one copy of the Consent and Ratification and return it to us as soon as possible.

Yours very truly,

R. OLSEN OIL COMPANY

cc

By

Philip Randolph

cc: Mr. Olsen  
Mr. Neville

ILLEGIBLE

November 17, 1955

Re: US-344 Wimberley #1  
NE/4 Section 23-253-37E  
Lea County, New Mexico

Mr. Sam D. Wimberley  
1940 Ello Street  
Selma, California

Dear Sir:

As the New Mexico Oil & Gas Conservation Commission's gas proration rules fix gas allowables in the Jactis Pool on an acreage basis with maximum allowables granted on a spacing of one well per 160 acres, it was deemed advisable to communitize the NE/4 NE/4 of Section 23-253-37E, on which Wimberley #1 is located, with the balance of the acreage in the NE/4 of Section 23. This will enable the Wimberley #1 to receive a full allowable instead of one-quarter of the maximum gas allowable that it has been receiving in the past.

Since the SW/4 NE/4 is a Federal lease it was necessary to secure State approval on the formation of the 160 acre unit first. This has been obtained and an increase in allowable was granted effective August 1, 1955.

We are now circulating the attached Communitization Agreement together with Consent and Ratification of same setting forth that effective August 1, 1955 the Glorietta gas formation underlying the NE/4 shall be developed and operated as an entirety for gas and associated liquid hydrocarbons produced therefrom.

Although there will be a revision percentage wise in individual royalty interests occasioned by this communitization, no decrease in the actual income to the holders of individual royalty interests is anticipated since the gas and resulting distillate Wimberley #1 is permitted to produce will be increased proportionately.

For this reason it will be appreciated if you would execute one copy of the Consent and Ratification, have your signatures duly acknowledged by a Notary Public and return same to us as soon as possible. You may keep the Communitization Agreement and one copy of the Consent and Ratification for your files.

Yours truly,

R. CLARK OIL COMPANY

Encs

By Philip H. Smith

ILL F G I R I F



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

344

OCT 25 1956

Olsen Oil Company  
2805 Liberty Bank Building  
Oklahoma City, Oklahoma

Gentlemen:

On October 19, 1955, the Acting Director, United States Geological Survey, approved the communitization agreement involving 40 acres of Federal land in oil and gas lease Las Cruces 033575 and 120 acres of fee land in the Monument-Jal field, Lea County, New Mexico.

The agreement communitizes all rights as to dry gas and associated liquid hydrocarbons within the vertical limits of the Justis Gas Pool in the NE 1/4 sec. 23, T. 25 S., R. 37 E., N.M.P.M., is effective as of August 1, 1955, and has been designated No. 14-08-001-3456.

Enclosed is one approved copy for your records. You are requested to furnish all interested principals with whatever evidence of this approval is deemed appropriate.

Very truly yours,

*R. M. Pratt*  
For the Director

Enclosure



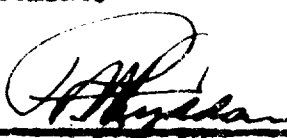
APPROVAL - CERTIFICATION - DETERMINATION

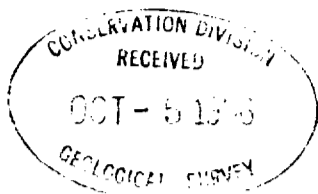
Pursuant to the authority vested in the Secretary of the Interior under the Act approved February 25, 1920, 41 Stat. 437, 30 U.S.C. secs. 181 et seq., as amended by the Act of August 8, 1946, 60 Stat. 950, and delegated to the Director of the Geological Survey, pursuant to Departmental Order No. 2365 of October 8, 1947, 43 CFR sec. 4.618, 12 FR 6784, I do hereby:

- A. Approve the attached communitization agreement covering the NE $\frac{1}{4}$  of Section 23, Township 25 South, Range 37 East, N.M.P.M., Lea County, New Mexico, within that interval existing in the Olsen-Wimberly Well No. 1 between the depths of 4620 feet and 4820 feet which is within the vertical limits of the Justis Gas Pool.
- B. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of the agreement.

Dated OCT 19 1956

Contract No. 14-08-001-3456

  
Acting Director  
United States Geological Survey



COMMUNITIZATION AGREEMENT

Contract No. 14-08-001-3456

RE

OCT 1 1955

U. S. GEOLOGICAL SURVEY  
ROSWELL, NEW MEXICO

THIS AGREEMENT entered into as of the 1st day of August, 1955, by and between the parties subscribing, ratifying or consenting hereto, such parties being hereinafter referred to as "parties hereto",

W I T N E S S E T H:

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended by the Act of August 8, 1946, 60 Stat. 950, 30 U.S.C. Secs. 181 et seq., authorizes communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing dry gas and associated liquid hydrocarbons in accordance with the terms and conditions of this agreement:

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

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section 23, Township 25 South, Range 37 East, N.M.P.M., Lea County, New Mexico, within that interval existing in the Olsen-Wimberly Well No. 1 between the depths of 4620 feet and 4820 feet which is within the vertical limits of the Justis Gas Pool,

containing 160 acres, more or less,

and this agreement shall extend to and include only those above described depths and formation underlying said land and the dry gas and associated liquid hydrocarbons (hereinafter referred to as "communitized substances") producible from such depths and formation.

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit A designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the Operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Oil and Gas Supervisor.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

4A. Fair Employment. In connection with the performance of work under this agreement, the operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

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

5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payment of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein otherwise be provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

7. There shall be no obligation on the lessees to offset any dry gas well or wells completed at any depth or formation covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and 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, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement shall be effective as of the date hereof upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior, or his duly authorized representative, and shall remain in force and effect for a period of two (2) years and so long thereafter as communitized substances are produced from the communitized area in paying quantities; provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto.

11. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.

12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized 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 be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

13. 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.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. This agreement, particularly the provisions of paragraph 6 above, shall extend and apply to all renewals and extensions (whether by new lease or otherwise) of the respective leases mentioned in the attached Exhibit A, and to all leases which may be executed or issued in lieu of or as a substitute or exchange for any of said leases or renewals or extensions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written and have set opposite their respective names the date of execution.

Date 12-6-55

Attest [Signature]  
Secretary

R. OLSEN OIL COMPANY

By Carl S. Olson  
President

"OPERATING PARTY"

Date 11-21-55

Attest Neale Boyd  
Secretary

ANDERSON-PRICHARD OIL CORPORATION

By [Signature]  
President

Louise M. Prichard  
Louise M. Prichard

J. Steve Anderson, Jr.  
J. Steve Anderson, Jr.

Louise L. Anderson  
Louise L. Anderson, his wife

Date Feb. 24, 1956

Attest [Signature]  
Secretary

THE ATLANTIC REFINING COMPANY

By [Signature]  
President

GENERAL MANAGER OF  
DOMESTIC CRUDE OIL PRODUCTION

Date 7-22-56

Attest [Signature]  
Secretary

GUY MABEE DRILLING COMPANY

By Guy Mabee  
President

Date August 23, 1956

Attest [Signature]  
Treasurer

SKELLY OIL COMPANY

By [Signature]  
President

Date [Signature]

Attest [Signature]  
Secretary

STANOLIND OIL AND GAS COMPANY

By [Signature]  
President

ATTORNEY-IN-FACT

Date [Signature]

Attest [Signature]  
Secretary

SUNRAY AND CONTINENT OIL COMPANY

By [Signature]  
Vice President

Date 11-30-54  
Attest [Signature]  
Secretary

WESTERN NATURAL GAS COMPANY  
By [Signature]  
Vice President

Date 12-2-55  
Attest [Signature]  
Assistant Secretary

EL PASO NATURAL GAS COMPANY  
By [Signature] - 224  
Vice President

Date 2-13-55  
Attest [Signature]  
Secretary

WESTATES PETROLEUM CORPORATION  
By [Signature]  
President

"NON-OPERATING PARTIES"

STATE OF TEXAS )  
COUNTY OF Harris ) SS

On this 2nd day of July, 1955, before me personally appeared Guy Mabree, to me personally known, who being by me duly sworn did say that he is the President of GUY MABREE DRILLING COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Guy Mabree acknowledged said instrument to be the free act and deed of said corporation.

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

Herman G. Brewer  
Notary Public  
HERMAN G. BREWER

My commission expires:

6-1-57

STATE OF Texas )  
COUNTY OF Harris )

On this 2nd day of August, 1955, before me personally appeared A. L. CASHMAN, to me personally known, who being by me duly sworn did say that he is the Vice President of SKELLY OIL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said A. L. CASHMAN acknowledged said instrument to be the free act and deed of said corporation.

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

Ernest M. Brady  
Notary Public

My commission expires;

ERNEST M. BRADY

Notary Public - Harris County, Oklahoma

My Commission Expires January 21, 1957

STATE OF Louisiana )  
COUNTY OF Louisiana ) SS

On this 11<sup>th</sup> day of February, 1955, before me personally appeared LOUISE M. PRICHARD, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal the day and year last above written.

J. M. L. L. L.  
Notary Public

My commission expires:

March 15

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared J. STEVE ANDERSON and M. S. ANDERSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF Dallas ) SS

On this 24<sup>th</sup> day of February, 1956, before me personally appeared J. M. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the domestic agent or production ~~representative~~ of THE ATLANTIC REFINING COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. M. MENDENHALL acknowledged said instrument to be the free act and deed of said corporation.

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

Holly Mae Lipe  
Notary Public

STATE OF Michigan }  
COUNTY OF Michigan } SS

On this 6<sup>th</sup> day of December, 1955,  
before me personally appeared Carl J. Olson, to me  
personally known, who being by me duly sworn did say that he is the  
President of R. OLSEN OIL COMPANY and that the seal affixed  
to said instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corporation by  
authority of its Board of Directors, and the said Carl J. Olson  
acknowledged said instrument to be the free act and deed of said corporation.

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

William Crasman  
Notary Public

My commission expires:

1-2-58

STATE OF Michigan }  
COUNTY OF Michigan } SS

On this 17<sup>th</sup> day of January, 1955,  
before me personally appeared Walter A. Padon, to me  
personally known, who being by me duly sworn did say that he is the  
President of ANDERSON-PRICHARD OIL 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 Walter A. Padon  
acknowledged said instrument to be the free act and deed of said corporation.

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

William A. Padon  
Notary Public

My commission expires:

1-2-58

Exhibit A to Communitization Agreement  
dated the 1<sup>st</sup> day of August, 1955,  
embracing the NE $\frac{1}{4}$  of Section 23, Township  
25 South, Range 37 East, N.M.P.M., Lea County, New Mexico

Operator of Communitized Area: R. Olsen Oil Company

Description of Leases Committed

Tract No. 1

Lessor: United States of America

Lessee: Skelly Oil Company

Serial No. of Lease: Las Cruces 033575

Date of Lease: February 7, 1938

Description of Lands Committed: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 23, Township 25 South,  
Range 37 East

Number of Acres: 40

Working Interest and Percentage: Skelly Oil Company .87500

Royalty Interest and Percentage: United States of America .05000

O.R.R.I. and Percentage: Ruth D. Johns, Individually and as Guardian  
for Nancy Ellen Johns and Martha Day Johns,  
minors, all heirs of E. T. Johns, Dec'd. .05000

J. B. Bockman .02500

Tract No. 2

Lessors: (a) S. E. Cone et ux  
(b) Eunice Cone Gibson et vir  
(c) John E. Toles et ux  
(d) Gordon M. Cone et ux  
(e) O. L. Nislar et ux  
(f) S. M. Gloyd et ux  
(g) Joe N. Nislar et ux  
(h) Sam D. Wimberley et ux

Lessee: Western Gas Company (now Western Natural Gas Company)

Dates of Lease: (a) December 12, 1939  
(b) "  
(c) "  
(d) "  
(e) "  
(f) "  
(g) "  
(h) April 16, 1938

Description of Lands Committed: NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, Section 23, Township 25 South,  
Range 37 East

Number of Acres: 40

Working Interest and Percentage: R. Olsen Oil Company .87500

Royalty Interest and Percentage:

Sam D. Wimberley	.015625
Emil Moebacher	.0046875
The North Central Oil Corporation	.0109375
Mrs. E. A. Kelly	.0011328
Kops Oil Company	.00554681
The Atlantic Refining Company	.0078125
Southland Royalty Company	.015625
Gordon M. Cone	.0089843
Mrs. Hattie Cone Williams	.0078125
Ones Norman Gloyd and Helen Gloyd Lyeth	.0117188
John E. Toles	.0019531
S. E. Cone	.025
Mrs. Eunice Cone Gibson	.0015625
Joe N. Nislar	.0015625
O. L. Nislar	.0039063
Suda Willis Oles	.00113288

O.R.R.I. and Percentage: Western Natural Gas Company .25 of 8/8

Tract No. 3

Lessor: Same as Tract No. 2

Lessee: Same as Tract No. 2

Dates of Leases: Same as Tract No. 2

Description of Lands Committed: NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub>, Section 23, Township 25 South,  
Range 37 East

Number of Acres: 40

Working Interest and Percentage: R. Olsen Oil Company .87500

Royalty Interest and Percentage: Same as Tract No. 2

O.R.R.I. and Percentage: None

**Tract No. 4**

**Lessors:** Same as Tract No. 2

**Lessee:** Same as Tract No. 2

**Dates of Leases:** Same as Tract No. 2

**Description of Lands Committed:** **SW1/4, Section 23, Township 25 South,  
Range 37 East**

**Number of Acres:** 40

**Working Interest and Percentage:**

<b>M. Olson Oil Company</b>	<b>40.361%</b>
<b>The Atlantic Refining Company</b>	<b>10.437%</b>
<b>Anderson-Frithard Oil Corporation</b>	<b>1.200%</b>
<b>James H. Frithard</b>	<b>6.250%</b>
<b>Shelly Oil Company</b>	<b>2.000%</b>
<b>Standard Oil &amp; Gas Company</b>	<b>6.250%</b>
<b>Sunray Oil Corporation</b>	<b>1.550%</b>
<b>Western Natural Gas Company</b>	<b>2.000%</b>
<b>W. Jase Natural Gas Company</b>	<b>1.511%</b>
<b>Westates Petroleum Corporation</b>	<b>8.333%</b>
<b>Gay Mikes Drilling Company</b>	<b>6.250%</b>
<b>J. Mikes Anderson, Jr.</b>	<b>1.125%</b>

**Royalty Interest and Percentage:**  
Same as Tract No. 2

**O.R.R.I. and Percentage:** None

STATE OF Texas )  
COUNTY OF Tarrant ) SS

On this 18<sup>th</sup> day of June, 1955, before me personally appeared E. F. Foss, to me personally known, who being by me duly sworn did say that he is the ATTORNEY-IN-FACT ~~President~~ of STANOLIND OIL AND GAS COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said E. F. Foss acknowledged said instrument to be the free act and deed of said corporation.

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

Anthony E. Jackson  
Notary Public

My commission expires:

6-1-57

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

On this 17<sup>th</sup> day of July, 1956, before me personally appeared E. E. FOSS, to me personally known, who being by me duly sworn did say that he is the VICAR President of SUNDAY MID-CONTINENT OIL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said E. E. FOSS acknowledged said instrument to be the free act and deed of said corporation.

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

Alonna Jean Brown  
Notary Public

My Commission expires:

MY COMMISSION EXPIRES 5 OCTOBER 21, 1957

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is the \_\_\_\_\_ President of WESTATES PETROLEUM 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 \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

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

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS

On this 30th day of November, 1955, before me personally appeared J. STEVE AMERSON, JR. and LOUISE L. AMERSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal the day and year last above written.

My commission expires:

August 9, 1959

Margaret R. Sessions  
Notary Public

STATE OF TEXAS )  
COUNTY OF HARRIS ) SS

On this 30<sup>th</sup> day of November, 1955, before me personally appeared W. R. Davis, to me personally known, who being by me duly sworn did say that he is the Vice President of WESTERN NATURAL GAS COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. R. Davis acknowledged said instrument to be the free act and deed of said corporation.

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

E. D. Story, Jr.  
Notary Public

My commission expires:

E. D. STORY, JR.

Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1957

STATE OF TEXAS )  
COUNTY OF EL PASO ) SS

On this 8<sup>th</sup> day of December, 1955, before me personally appeared H. F. Siler, to me personally known, who being by me duly sworn did say that he is the Vice President of EL PASO NATURAL GAS COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said H. F. Siler acknowledged said instrument to be the free act and deed of said corporation.

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

Martina B. Ivey  
Notary Public

My commission expires:

MARTINA B. IVEY,

Notary Public in and for El Paso County, Texas  
My commission expires June 1, 1957

STATE OF CALIFORNIA }  
COUNTY OF SAN FRANCISCO } SS

On this 13TH day of DECEMBER, 1955, before me personally appeared R. A. EARLE, to me personally known, who being by me duly sworn did say that he is the President of WESTATES PETROLEUM 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 R. A. EARLE acknowledged said instrument to be the free act and deed of said corporation.

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

James A. [Signature]  
Notary Public

My commission expires:

My Comm. Expires [Blank]

**CONVEY AND DEDICATION  
COMMUNITIZATION AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas preservation unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

*J. E. Cone*  
by *J. R. Cone*  
ATTORNEY IN FACT

STATE OF                                 )  
COUNTY OF                            ) SS

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_

NEW MEXICO FORM OF ACKNOWLEDGMENT

THE STATE OF TEXAS :  
COUNTY OF LUBBOCK :

ON THIS the 25th day of November A.D., 1955, before me personally appeared J. R. CONE, to me known to be the person who executed the foregoing instrument in behalf of J. E. CONE, and acknowledged that he executed same as the free act and deed of said J. E. CONE.

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

III FGIRI F

**EXECUTING LANDS IN LEE COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lee County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

John E. Teles

Audie L. Teles

STATE OF TEXAS }  
COUNTY OF LUBBOCK } SS

On this the 18th day of April, 1956, before me personally appeared John E. Teles and Audie L. Teles,  
his wife

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

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

ILLEGIBLE

Chas. R. [Signature]  
Notary Public (State of Texas)

The undersigned (individuals or not) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, E.M.F.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Hattie B. Williams

STATE OF TEXAS  
COUNTY OF Lubbock.

} SS

On this the 29th day of November, 1955, before me personally appeared Hattie B. Williams

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day and year in this certificate first above written.

ILLEGIBLE

Sam M. Allen

STATE OF NEW YORK

COUNTY OF NEW YORK

} SS:

On this the 5th day of December, 1955, before me personally appeared HELEN GLOYD LYETH to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

My commission expires:

Mar. 30, 1957

Mylene Crooks  
Notary Public

MYRTLE CROOKS  
Notary Public, New York  
Qualified in New York County  
N.Y. Co.  
Cert. Filed  
Commission Expires March 30, 1957

**INSTRUMENTS FILED IN THE COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas protection unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

x Onas Norman Gloyd  
John A Gloyd Lynch

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

} 86

On this the 30th day of November, 1955, before me personally appeared Onas Norman Gloyd

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

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

II I FGIRI F

Maureen K. Kogabe  
Notary Public

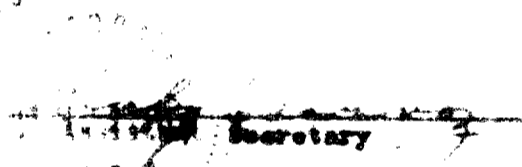
My commission expires:

**CONSENT AND COMMITMENT  
COMMITMENT AGREEMENT  
RELATIVE LANDS IN LEE COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt  
copy of a Commitment Agreement for the creation of a gas precession  
consisting of the Northeast Quarter of Section 23, Township 25 South,  
Range 37 East, N.M.P.M. in Lee County, New Mexico, which said agreement is  
dated the 1st day of August, 1955, and acknowledge that they have read  
the same and are familiar with the terms and conditions thereof. The  
undersigned also being the owners of the leasehold, royalty or other interest  
in the lands or minerals embraced in said committed area, as indicated  
in the agreement referred to said Commitment Agreement as Exhibit A,  
and hereby consent and their said interest to the Commitment Agreement  
and hereby execute thereto and ratify all of the terms and provisions  
thereof, exactly the same as if the undersigned had executed the original  
said Commitment Agreement or a counterpart thereof.


IN WITNESS WHEREOF, this instrument is executed by the undersigned  
as of the date set forth in their respective acknowledgments.

WITNESSES:

  
Secretary

SOUTHLAND ROYALTY COMPANY

By

  
Vice President

WITNESSES:

THE STATE OF ~~NEW MEXICO~~ TEXAS

COUNTY OF ~~TARRANT~~ TARRANT

On this 23 day of November, A. D. 1955, before me appeared

H. H. Porter to me personally known, who, being by me duly sworn, did say

that he is the Vice President of Southland Royalty Company, and that the seal affixed to  
said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by

authority of its board of directors, and said H. H. Porter

acknowledged said instrument to be the free act and deed of said corporation

and I, the undersigned, a duly qualified notary public, did on the day and year in this certificate first above written

My commission expires

Notary Public



Notary Public

Notary Public

---  
I I F G I R I F

**NOTICE TO TAKE NOTICE, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mrs. E. A. Kelly  
Mrs. E. A. Kelly

STATE OF TEXAS )  
COUNTY OF WILLAS ) SS

On this the 27 day of JANUARY, 1956, before me personally appeared Mrs. E. A. Kelly

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

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

**NOTARY PUBLIC**

My commission expires:



**CONSENT AND COMMUNITIZATION  
AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

WITNESSES:

A. C. Patchernick  
Assistant Secretary

THE ATLANTIC REFINING COMPANY

J. H. Mendenhall  
GENERAL MANAGER OF  
DOMESTIC CRUDE OIL PRODUCTION

76  
SPC  
MAY 1956  
JH

THE STATE OF TEXAS }

COUNTY OF DALLAS }

On this 6<sup>th</sup> day of March, A. D., 1956, before me appeared J. H. Mendenhall, to me personally known, who, being by me duly sworn, did say that he is the General Manager of Domestic Crude Oil Production of The Atlantic Refining Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said J. H. Mendenhall acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My commission expires:

June 1, 1957

ILL F G I R I F

My commission expires:

Holly Mae Tippet  
Notary Public

HOLLY MAE TIPPETT

**CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas production unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

*Suda Wills Oles*

STATE OF TEXAS                    )  
  ) SS  
COUNTY OF MIDLAND            )

On this the 5th day of December, 1955, before me personally appeared Suda Wills Oles

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

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

**ILLEGIBLE**

*Eula Mayes*  
Notary Public - Eula Mayes

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Gertrude Mosbacher - (A)

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS

On this the 5<sup>TH</sup> day of December, 1955, before me personally appeared Emil Mosbacher and wife, Gertrude Mosbacher

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

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

ILLEGIBLE

Ann Hanley  
Notary Public

My commission expires:

March 31, 1956

ANN HANLEY  
NOTARY PUBLIC, State of New York  
No. 41-6757635  
Qualified in Queens County  
Cert. filed in New York County  
Term Expires March 31, 1956

RETRACTED LANDS IN LEA COUNTY, NEW MEXICO

5-65 (part)

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas prevention unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

James R. Bowen  
Secretary

THE NORTH CENTRAL OIL CORPORATION

By S. Paul Keelin  
President

NEW YORK CORPORATION ACKNOWLEDGMENT  
STATE OF NEW YORK

County Of New York

On this 27th

day of November

1955, before me personally appeared

Richard Keelin known, who, being by me duly sworn did say that he is the

President of North Central Oil

Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard Keelin acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires

March 30, 1956

James F. Casey  
Notary Public, State of New York  
No. 24-544122 Qualified in Kings Co.  
Cert. Filed in New York County  
Commission Expires March 30, 1956

II I FGIRI F

COMMUNITIZATION AGREEMENT  
BY PACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas production unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James N. Nislar  
Medred Nislar

STATE OF Texas }  
COUNTY OF Lubbock } SS

On this the 2nd day of December, 1955, before me personally appeared James N. Nislar and his wife Medred Nislar

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the 2nd day and year in this certificate first above written.

RECEIVED  
11 FEB 1956

James Nislar  
James Nislar

My commission expires:

**CONSENT AND COMMUNITIZATION  
AGREEMENT  
UNDEVELOPED LANDS IN LEA COUNTY, NEW MEXICO**

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

*[Signature]*  
*[Signature]*  
\_\_\_\_\_

STATE OF Texas                    )  
                                      ) SS  
COUNTY OF Lubbock            )

On this the 1st day of December, 1955, before me personally appeared O. L. Nielan & One L. Nielan his wife

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

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

**ILLEGIBLE  
ILLEGIBLE**

*[Signature]*  
Notary Public  
James Nielan

My commission expires:

TEXAS  
NOTARY PUBLIC

Midland

18<sup>th</sup> day of March

Paul S. Allen

1946, before me

, to me known to be the person

the foregoing instrument, and acknowledged that he executed the same as his

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

Wilma Kunk  
Notary

My Commission Expires June 1, 1952

WILMA KUNK, Notary Public  
in for Midland County, Texas  
My Commission Expires June 1, 1952

II I FGIRI F

CONSENT AND RATIFICATION  
COMMUNITIZATION AGREEMENT  
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of a Communitization Agreement for the creation of a gas proration unit consisting of the Northeast Quarter of Section 23, Township 25 South, Range 37 East, N.M.P.M. in Lea County, New Mexico, which said agreement is dated the 1st day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said communitized area, as indicated on the schedule attached to said Communitization Agreement as Exhibit A, do hereby commit all of their said interest to the Communitization Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Communitization Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

KOPS OIL COMPANY

By

[Signature]

[Signature]  
[Signature]

STATE OF Texas )  
COUNTY OF Tarrant ) SS

On this the 27 day of February, 1956, before me personally appeared H. H. Seever

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

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

ILLEGIBLE

[Signature]  
Notary Public

My commission expires:

5-31-57

# NEW MEXICO OIL CONSERVATION COMMISSION

Form C-128

Revised 5/1/57

*Case # 1265*

## Well Location and Acreage Dedication Plat

### Section A.

Date \_\_\_\_\_

Operator R. Olsen Lease Wimberly  
 Well No. 1 Unit Letter H Section 23 Township 25S Range 37E NMPM  
 Located 1980 Feet From North Line, 660 Feet From East Line  
 County Lea G. L. Elevation \_\_\_\_\_ Dedicated Acreage 160 Acres  
 Name of Producing Formation Glorietta Pool Just's Gas

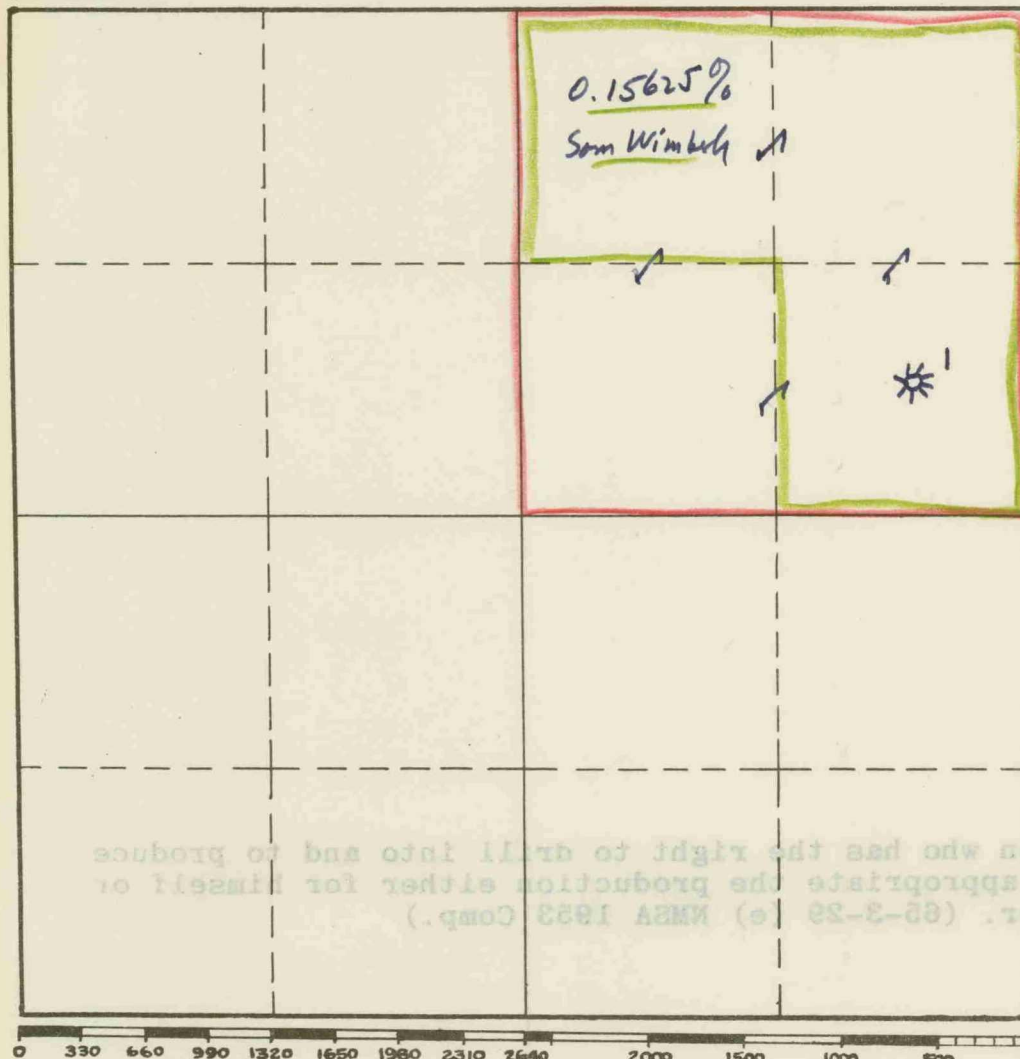
1. Is the Operator the only owner\* in the dedicated acreage outlined on the plat below?  
 Yes \_\_\_\_\_ No \_\_\_\_\_.
2. If the answer to question one is "no," have the interests of all the owners been consolidated by communitization agreement or otherwise? Yes \_\_\_\_\_ No \_\_\_\_\_. If answer is "yes," Type of Consolidation \_\_\_\_\_
3. If the answer to question two is "no," list all the owners and their respective interests below:

Owner

Land Description

40 Ac. or SE 1/4 NW 1/4 from 1/1/00 to 8/1/55  
160 Ac. or NE 1/4 since 8/1/55

### Section B



This is to certify that the information in Section A above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
 (Operator)

\_\_\_\_\_  
 (Representative)

\_\_\_\_\_  
 Address

This is to certify that the well location shown on the plat in Section B was plotted from field notes of actual surveys made by me or under my supervision and that the same is true and correct to the best of my knowledge and belief.

Date Surveyed \_\_\_\_\_

\_\_\_\_\_  
 Registered Professional Engineer and/or Land Surveyor.

Certificate No. \_\_\_\_\_

(See instructions for completing this form on the reverse side)

# INSTRUCTIONS FOR COMPLETION:

1. Operator shall furnish and certify to the information called for in Section A.
2. Operator shall outline the dedicated acreage for both oil and gas wells on the plat in Section B.
3. A registered professional engineer or land surveyor registered in the State of New Mexico or approved by the Commission shall show on the plat the location of the well and certify this information in the space provided.
4. All distances shown on the plat must be from the outer boundaries of Section.
5. If additional space is needed for listing owners and their respective interests as required in question 3, Section A, please use space below

Section B

<p>2.2522</p> <p>2.2522</p>	
<p>*</p>	

This is to certify that the information in Section A above is true and complete to the best of my knowledge and belief.

(Operator)

(Representative)

Address

This is to certify that the well location shown on the plat in Section B was plotted from field notes of actual survey made by me or under my supervision and that the same is true and correct to the best of my knowledge and belief.

\* "Owner" means the person who has the right to drill into and to produce from any pool and to appropriate the production either for himself or for himself and another. (65-3-29 (e) NMSA 1953 Comp.)

Registered Professional Engineer and/or Land Surveyor

Certificate No.

(See instructions for completing this form on the reverse side)