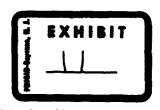


ILLEGIBLE



YATES PETROLEUM CORPORATION INJ. INTERVAL 4238'-4522 FORMATION: ABO

#1 BATE FEDERAL WD-1 I 3-20S-24E

EDDY COUNTY, NEW MEXICO COMPL. DATE: 9/2/89

DATE (REPORTED)	BBLS. WATER DISPOSED	CUM BBLS. WATER DISPOSED	AVG. INJ. PRESSURE	YEAR TO DATE (FEB TO JAN)
DECEMBER 1989	• • • • • • • • • • •	286,691	• • • • • • • • • • •	• • • • • • • • • • • •
JANUARY 1990	167.166	453,857	850	1989=453,857
FEBRUARY 1990		-		1303-4337037
MARCH 1990		·		
APRIL 1990	·	·	•	
MAY 1990	·	866,582	-	
JUNE 1990	104,645	•		
JULY 1990	NO RPEORT	·	•	
AUGUST 1990	6,744	·		
SEPTEMBER 1990		•		
OCTOBER 1990		988,463		
NOVEMBER 1990	•	1,029,042		
DECEMBER 1990	24,569	•		
	21,505	1,033,011	323	
JANUARY 1991	46,688	110,299	640	1990=813,608
FEBRUARY 1991	47,285	1,147,584	500	
MARCH 1991	37,392	1,184,976	660	
APRIL 1991	58,859	1,243,835	785	
MAY 1991	14,787	1,258,622	640	
JUNE 1991	NO REPORT	1,258,622	NO REPORT	
JULY 1991	**	11	Ħ	
AUGUST 1991	11	11	Ħ	
SEPTEMBER 1991	10	11	tt	
OCTOBER 1991	87	11	***	
NOVEMBER 1991	Ħ	tt	***	

YATES PETROLEUM CORPORATION INJ. INTERVAL 4238'-4522 FORMATION: ABO

#1 BATE FEDERAL WD-1 I 3-20S-24E EDDY COUNTY, NEW MEXICO COMPL. DATE: 9/2/89

DATE (REPORTED)	BBLS. WATER DISPOSED	CUM BBLS. WATER DISPOSED	AVG. INJ. PRESSURE	YEAR TO DATE (FEB TO JAN)
DECEMBER 1991		WAIER DISPOSED	PRESSURE	(FEB TO JAN)
JANUARY 1992	n	1,258,622	Ħ	1991=158,323
FEBRUARY 1992	**	"	**	
MARCH 1992	**	11	11	
APRIL 1992	**	11	**	
MAY 1992	**	11	11	
JUNE 1992	91	**	***	1992=0
	(O YTD)			

DONAHUE FEDERAL WD-1

YATES PETROLEUM CORPORATION INJ. INTERVAL 4296'-4596' FORMATION: ABO

. INTERVAL 4296'-4596' E 10-20S-24

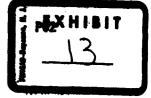
E 10-20S-24E EDDY COUNTY, NEW MEXICO COMPL. DATE: 02/28/90

DATE (REPORTED)	BBLS. WATER DISPOSED	CUM BBLS. WATER DISPOSED	AVG PRE	. INJ. SSURE	YEAR TO DATE (FEB TO JAN)
MARCH 1990		14,848			
APRIL 1990	112,418	127,166		600	
MAY 1990	116,015	243,281		820	
JUNE 1990	86,025	329,306		800	
JULY 1990	12,716	342,022		500	
AUGUST 1990	7,206	349,228		500	
SEPTEMBER 1990	321	349,549		500	
OCTOBER 1990	1,256	350,805		500	
NOVEMBER 1990	6,154	356,959		500	
DECEMBER 1990	13,415	370,374		500	
JANUARY 1991	9,994	380,368		600	1990=380,368
FEBRUARY 1991	28,202	408,570		600	
MARCH 1991	46,254	454,824		660	
APRIL 1991	36,633	491,457		675	
MAY 1991	31,854	523,311		965	
JUNE 1991	NO REPORT	523,311	NO	REPORT	
JULY 1991	10,140	533,451		695	
AUGUST 1991	NO REPORT	533,451	NO	REPORT	
SEPTEMBER 1991	1,299	534,750		535	NO LISTING I
OCTOBER 1991	6,533	541,283		475	
NOVEMBER 1991	4,015	545,298		600	
DECEMBER 1991	4,542	549,840		600	
JANUARY 1992	5,372	555,212		600	1991=174,844
FEBRUARY 1992	NO REPORT	555,212	МО	REPORT	

YATES PETROLEUM CORPORATION INJ. INTERVAL 4296'-4596' FORMATION: ABO

DONAHUE FEDERAL WD-1 E 10-20S-24E EDDY COUNTY, NEW MEXICO COMPL. DATE: 02/28/90

DATE (REPORTED)	BBLS. WATER DISPOSED	CUM BBLS. WATER DISPOSED	AVG. INJ. PRESSURE	YEAR TO DATE (FEB TO JAN)
MARCH 1992	3,086	558,298	403	
APRIL 1992	6,179	564,477	462	
MAY 1992	3,859	568,336	377	



P. O. BOX 1466 MONAHANS, TEXAS 78766 PH. 943-2234 OR 863-1040

Ì.

Martin Water Laboratories, Inc.

REBULT OF WATER ANALYSES

MIDLAND, TEXAS 78701 PHONE 863-4521

		LABORATORY NO.	79262		
Mr. Kenny Smith			3 14 64		
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SALT WATER DISPOSAL AGREEMENT



STATE OF NEW MEXICO)(
COUNTY OF EDDY)(

This Salt Water Disposal Agreement is made and entered into this the day of August, 1992, by and between, Howard Howell, joined herein by his wife, Betty Howell, whose mailing address is P. O. Box 75, Lakewood, New Mexico 88254, ("Grantors") and Southwest Royalties, Inc., whose mailing address is P. O. Drawer 11390, Midland, Texas 79702, ("Operator").

Grantors are the owners in fee simple of the surface estate of all land affected by this agreement. Operator desires to convert an existing plugged and abandoned well located upon the subject land to a salt water disposal well. The parties hereto have agreed to the terms and conditions of such salt water disposal.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein contained, it is agreed as follows:

I.

Subject to the granting of all approvals required, the Grantors herein grant unto Operator the right to convert and utilize a salt water disposal well upon the subject land, including the right for reentering, reconditioning, and/or reworking, together with the installation of all necessary equipment and machinery, at a previously drilled wellsite located approximately 1,000 feet from the east line and approximately 1,980 feet from the north line of Section 17, Township 19 South, Range 25 East, Eddy County, New Mexico.

II.

The consideration for this agreement shall be paid by Operator unto Grantors at the rate of \$.05 per barrel of water disposed of in the water disposal well which is the subject of this agreement. The water disposal well shall be metered on the 15th day of each month and thereafter on the 15th day of the next month a payment shall be forwarded unto Grantors. It is the express agreement of all parties hereto that a minimum payment of \$833.33 per month shall be made by Operator to Grantors herein in the event the total salt water disposed of does not exceed such figure.

III.

For and in consideration of this agreement and an easement to use the surface of the real estate hereinafter described, the Operator agrees to use the land as follows:

- (1) The surface of the land shall be respected and there shall be no damage caused to the surface of the land outside the normal operations of a salt water disposal well, however, under no circumstances shall the location exceed four (4) acres in extent. Operator agrees to construct and maintain around the battery site, a firewall sufficient to retain any spillage that may occur.
- (2) Grantors grant unto the Operator the right to construct and use a pipeline upon such land, with such route to be selected by Operator, but such route must be approved by Grantors. The pipeline shall be used for the transportation of salt water to the water disposal well. The Operator shall pay to Grantors the sum of \$15.00 per rod for every rod of pipeline so constructed by the Operator. At Grantors' request, the pipeline shall be buried below the surface of the earth and precaution shall be used to prevent any leakage or spillage concerning the pipeline. The right of way granted in this easement shall not exceed twenty feet in width and shall not unreasonably interfere with any other commercial production upon the land or any road upon the land.

The aforementioned easement granted unto the Operator shall include Operator's right of ingress and egress to said right of way and shall be limited to vehicles, equipment and pedestrians only. Upon the termination of this agreement, the Operator shall remove from said land all facilities used in connection herewith, including, but not limited to, pipeline storage facilities, injection facilities, fences and retaining walls. The surface shall be returned to as near the same condition as it was prior to this agreement.

v.

The primary term of this agreement shall be for five (5) years from the date of execution. Operator shall have the right to extend this Agreement beyond the primary term of five (5) years, for one additional five (5) year period. Any extension of this Agreement shall become effective when written notification of same has been provided by Operator and properly agreed to by Grantors. Operator may terminate this agreement at its sole discretion any time prior to the expiration of the primary term or any extended term.

VI.

If Operator cannot complete and operate the said well as a salt water disposal well on or before December 1, 1992, this well shall be plugged and abandoned at Operator's expense and this agreement shall be null and void.

VII.

In the event the operation of the subject disposal should ultimately result in the contamination of the fresh water zone in the immediate area, Operator agrees to furnish potable water to Grantors at no cost to Grantors.

VIII.

Operator hereby agrees to indemnify and hold Grantors, their successors and assigns, harmless from and against any and all claims, demands, causes of action, losses, liabilities, and/or expenses (including reasonable attorneys' fees and court costs) incurred in connection with or arising from the ownership, use, and/or operation of the subject disposal well.

IX.

Should operator terminate this agreement for any reason after the initial delivery of produced waste water, but prior to the maturity of the primary term hereinabove described, Operator shall be obligated to pay to Grantors as a termination fee, the sum of One Thousand (\$1,000.00) for each full year left under the primary term.

IT WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate original and this agreement shall become effective on the day first written above.

DATED THIS 25 DAY OF Acres t , 1992.

Howard Howell, Grantor

Betty Howell, Grantor

ATTEST: Jon P. Tate, Secretary	BY: H.H. Wommack, III, President
STATE OF NEW MEXICO)(
COUNTY OF EDDY)(
band and wife.	Aged before me on this the 28 day of Howard Howell and Betty Howell, hus- Notary Public My Commission 24 free 6/3/94
STATE OF TEXAS)(6/3/94
COUNTY OF MIDLAND) (,
This instrument was acknow 1992, by Southwest Royalties, Inc., on behavior NOTARY PUBLIC State of Texas Comm. Exp. 03-29-96	ledged before me this 25" day of H. H. Wommack, III, President of alf of said corporation. Include the said corporation. Notary Public

KELLAHIN AND KELLAHIN

ATTORNEYS AT LAW EL PATIO BUILDING UT NORTH GUADALDPE POST OFFICE BOX 2265

SANTA FE, NEW MEXICO 87504-2265

TELEFHONE (505) 982-4285 TELEFAX (505) 983-2047

JASON KELLAHIN (RETIRED 1991)

"NEW MEXICO BOARD OF LEGAL SPECIALIZATION RECOGNIZED SPECIALIST IN THE AREA OF NATURAL RESCURCES-OIL AND GAS LAW

W. THOMAS KELLAHINS

FACSIMILE COVER OF

		FACSIM	THE COVER	SHEET		
DATE: TIME:	September 15.	1992		NUMBER	OF PAGES:	4 sheet)
TO:	William J. Le			FROM:	W. Thomas	Kellahin
OF:	Oil Conservat	ion Division	<u> </u>	SPECIAL	INSTRUCT	ions;
FAX NO	827-574	1			URGENT	
RE:	NMOCD Case No	10559			FOR YOUR	INFORMATION
	Application o	f Southwest		· ! !	FOR YOUR	REVIEW
	Royalties			· · ·	PLEASE RI	EPLY
	74			: 	FOR YOUR	APPROVAL
					PER YOUR	REQUEST
MESSAG	E: Our PreHe	aring Stater	ment on b	ehalf o	f Conoco,	Inc.
<u> </u>	in the above	case follows	The c	riginal	and two	copies
	will follow b	y mail.		: !		
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STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT OIL CONSERVATION COMMISSION

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION DIVISION FOR THE PURPOSE OF CONSIDERING:

APPLICATION OF SOUTHWEST ROYALTIES, INC. FOR SALT WATER DISPOSAL, EDDY COUNTY, NEW MEXICO.

CASE NO. 10559

PRE-HEARING STATEMENT

This pre-hearing statement is submitted by CONOCO INC. as required by the Oil Conservation Division.

APPEARANCE OF PARTIES

APPLICANT

ATTORNEY

Southwest Royalties, Inc. 407 North Big Spring Midland, Texas 79701 Attn: Mr. Jon Tate

Paul Cooter, Esq P. O. Box 1357 Senta Fe, New Mexico 87501 (505) 984-0100

OPPOSITION OR OTHER PARTY

ATTORNEY

CONOCO INC. 10 Desta Drive West Midland, TX 79702 ATTN: Jerry Hoover

W. Thomas Kellahin KELLAHIN & KELLAHIN P.O. Box 2265 Santa Fe, NM 87504 (505) 982-4285 Pre-Hearing Statement Case No. 10559 Page 2

STATEMENT OF CASE

APPLICANT

SEE APPLICANT FILING

OPPOSITION OR OTHER PARTY

Conoco, Inc. (Conoco) is opposed to Southwest Royalties, Inc. seeking to dispose of water produced from the Cisco Formation into an interval that they have designated as the Abo Formation.

The designated interval for disposal identified by Southwest Royalties as the Abo Formation would be more appropriately designated as the Bone Spring. The Bone Spring as it moves into the Delaware Basin is hydrocarbon productive, but has not been tested at this location yet.

Therefore, disposal in this interval has the potential of either being a poor disposal zone or of damaging possible hydrocarbon producing zones.

PROPOSED EVIDENCE

APPLICANT

WITNESSES

EST. TIME

EXHIBITS

SEE APPLICANT FILING

OPPOSITION

WITNESSES

EST. TIME

EXHIBITS

Bill Hardie Geologist

45 min.

Approx. 3

Pre-Hearing Statement Case No. 10559 Page 3

PROCEDURAL MATTERS

None at this time.

KELLAHIN and KELLAHIN

By: W. Thomas Kellahin

P.O. Box 2265

Santa Fe, New Mexico 87504

(505) 982-4285

ATTORNEYS FOR CONOCO INC.

phst9155.089