

# Mobil Exploration & Producing U.S. Inc.

P.O. BOX 5444  
DENVER, COLORADO 80217-5444  
Denver Division - Land  
March 20, 1989

298-2000

New Mexico Oil Conservation Division  
1000 Rio Brazos Road  
Aztec, New Mexico 87401

Attention: Mr. Frank Chavez

3-20-1989

2267

2351

HARRINGTON FEDERAL #28-1 WELL  
SW/4 NE/4 SEC. 28-T24N-R1W  
RIO ARriba COUNTY, NEW MEXICO  
MOBIL'S NM-51  
PEND NO. 545-88

Dear Mr. Chavez:

In response to our telephone conferences and with reference to the above captioned well, Mobil Producing Texas & New Mexico Inc. (hereinafter "MPTM") and BHP Petroleum Company Inc. have each signed the attached Communitization Agreement dated September 1, 1988. These companies are the working interest owners for the above captioned well. The Estate of A. G. Hill and/or its legal representatives and heirs are the owners of a working interest, however, pursuant to that Farmout Agreement between the Estate of Al G. Hill, Deceased, and MPTM, as amended, the Estate of Al. G. Hill has farmed out its working interest in the captioned well to MPTM pending payout of the well. We anticipate the Estate of A. G. Hill will execute the attached Communitization Agreement.

We are able to certify these above facts to you and hope they are sufficient to allow you to go forward to release the oil from the captioned well for trucking and/or marketing.

Thank you in advance for your assistance in this matter.

Very truly yours,

*R. H. Lichty*

R. H. Lichty  
Land Advisor  
Denver Division

RHL:kab320.1

cc: A. G. Hill  
5000 Thanksgiving Tower  
Dallas, TX 75201  
Attention: Gregg Ewing

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OIL CON. DIV  
DIST. 3

COMMUNITIZATION AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into as of the 1st day of September, 1988, 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 and supplemented 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 own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which 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

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 communitized substances 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:

All Section 28, T24N, R1W, N.M.P.M.,  
Rio Arriba County, New Mexico

Containing 640 acres, more or less, and this agreement shall include only the West Puerto Chiquito-Mancos formation underlying said lands and the crude oil and associated natural gas, hereinafter referred to as "communitized substances," producible from such formation. Oil Pool

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2. Attached hereto, and made a part of this agreement for all purposes is Exhibit B, 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 Area 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 oil and 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.
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. Payments 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 be otherwise 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.

It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as 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 is effective September 1, 1988  
(Month) (Day) (Year)

upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of two (2) years and for so long as communitized substances are, or can be, 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. This agreement shall not terminate upon cessation of production if, within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

11. 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 interests 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.
12. 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.

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 has signed the same document.
15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended which are hereby incorporated by reference in this agreement.

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.

BHP PETROLEUM COMPANY INC.

By: Patrick G. Martin

Patrick G. Martin

Attorney-in-Fact

MOBIL OIL CORPORATION PRODUCING TEXAS & NEW MEXICO INC.

By: C. E. RENY

C. E. RENY

Attorney-in-Fact

A. G. HILL

## EXHIBIT A

Plat of communitized area covering All sec. 28, T. 24 N.,  
R. 1 W., N.M.P.M., Rio Arriba County, New Mexico.

Tract No. 1 320.00 acres SF-079352A		HARRINGTON FEDERAL # 28-1 ○
Tract No. 3 120.00 acres NM-039034		
Tract No. 2 200.00 acres NM-036224		

EXHIBIT B

To Communitization Agreement dated September 1, 1988  
Embracing All of Section 28-T24N, R1W  
Operator of Communitized Area: BHP Petroleum Company Inc.

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial No.: SF-079352A

Lease Date: July 1, 1948

Lease Term: 10 years

Lessor(s): United States of America

Original Lessee: A. G. Hill

Present Lessee: Mobil Producing Texas and New Mexico, Inc. - 50%  
A. G. Hill - 50%

Description of Land Committed:

Township 24 North, Range 1 West, N.M.P.M.  
Section 28: N $\frac{1}{2}$

Number of Acres: 320.00

Basic Royalty Rate: 12 $\frac{1}{2}$ %

Name and Percent ORRI Owners: T. F. Harrington - 4%  
M. A. Romero - 1%

Name and Percent WI Owners: Mobil Producing Texas and New Mexico, Inc. - 50%  
A. G. Hill - 50%



Tract No. 2

Lease Serial No.: NM-039034

Lease Date: December 1, 1957

Lease Term: 10 years

Lessor(s): United States of America

Original Lessee: R. A. Crane

Present Lessee: BHP Petroleum Company Inc.

Description of Land Committed:

Township 24 North, Range 1 West, N.M.P.M.  
Section 28: N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

Number of Acres: 120.00

Basic Royalty Rate: 12 $\frac{1}{2}$ %

Name and Percent ORRI Owner: R. A. Crane and Lillian A. Crane - 5%

Name and Percent WI Owner: BHP Petroleum Company Inc. 100%

Tract No. 3

Lease Serial No.: NM-036224

Lease Date: December 1, 1957

Lease Term: 10 years

Lessor(s): United States of America

Original Lessee: R. A. Crane

Present Lessee: BHP Petroleum Company Inc.

Description of Land Committed:

Township 24 North, Range 1 West, N.M.P.M.  
Section 28: S $\frac{1}{2}$ S $\frac{1}{2}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

Number of Acres: 200.00

Basic Royalty Rate: 12 $\frac{1}{2}$ %

Name and Percent ORRI Owners: R. A. Crane and Lillian A. Crane - 5%

Name and Percent WI Owners: BHP Petroleum Company Inc. - 100%

R E C A P I T U L A T I O N

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>Percentage of Interest in Communitized Area</u>
1	320.00	50.0000%
2	200.00	31.2500%
3	<u>120.00</u>	<u>18.7500%</u>
	640.00	100.0000%