

CASE RECORD FILE

87

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

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

Gentlemen:

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

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

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

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

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

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

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

Very truly yours,

W. H. Ratter
Director.

OIL CONSERVATION COMMISS I
SANTA FE, NEW MEXICO

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December 12, 1946

Alvin Richards, Esquire
The Pure Oil Company
Tulsa, Oklahoma

Re: Case 87

Dear Alvin:

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

With kindest personal regards.

Very truly yours,

Chief Clerk & Legal Adviser

DBL:MSH

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

W.N.M.C.F. MICROGRAPHICS



BEST AVAILABLE COPY

THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO,

SOUTHWESTERN PRODUCING DIVISION

TULSA, OKLAHOMA

ALVIN RICHARDS, ATTORNEY

December 10, 1946

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

Enc 87-

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

Dear Sir:

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

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

Yours truly,

Alvin Richards
Attorney

AR:NR
encl.

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

W.N.M.C.P. MICROGRAPHICS



BEST AVAILABLE COPY

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

Recd. 12-9-46

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

Gentlemen:

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

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

Very truly yours,



H. J. Duncan,
For the Director.

RS

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

October 23, 1947

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

ATTENTION: C. E. Barnes

Gentlemen:

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

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

Respectfully yours,

GEORGE A. GRAHAM
Attorney
Oil Conservation Commission

GA:bsp

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BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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

CASE NO. 87

ORDER NO. 677

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

ORDER OF THE COMMISSION

BY THE COMMISSION:

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

NOW, on this 8th day of October, 1946, the Commission having before it for consideration the testimony adduced at the hearing of said case, and being fully advised in the premises;

IT IS THEREFORE ORDERED THAT:

The order herein shall be known as the:

BLACK MESA UNIT AGREEMENT ORDER

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

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

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

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

Principal Meridian, New Mexico

Township 30 North, Range 36 East

Sections 1, 2, and 3

Section 4, NE 1/4, SW 1/4, SE 1/4

Sections 7, 10, 11, 12, 13, 14, 15 and 16

Sections 21, 22, 23 and 24.

Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14
Section 22, E $\frac{1}{2}$ SE $\frac{1}{4}$
Sections 23, 24, 25, 26 and 27
Sections 34, 35 and 36.

Township 32 North, Range 36 East

Section 36.

Township 30 North, Range 37 East

Sections 5, 6, 7 and 8
Section 17, Lots 1, 2, 3, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$
N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Sections 18 and 19
Section 20, W $\frac{1}{2}$ NW $\frac{1}{4}$

Township 31 North, Range 37 East

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

Township 32 North, Range 37 East

Sections 20, 29, 30, 31 and 32.

Area 33,030.36 acres, more or less.

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

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

SECTION 5. Any party owning rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become party thereto by subscribing to such Agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original of any such counterpart.

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

Done at Santa Fe, New Mexico as of the day and year hereinabove designated.

OIL CONSERVATION COMMISSION

JOHN J. DEANEY, CHAIRMAN

JOHN E. MILLS, MEMBER

H. B. SPURGEON, SECRETARY

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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

CASE NO. 47

ORDER NO. 677

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

ORDER OF THE COMMISSION

BY THE COMMISSION:

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

NOW, on this 8th day of October, 1946, the Commission having before it for consideration the testimony adduced at the hearing of said case, and being fully advised in the premises;

IT IS THEREFORE ORDERED THAT:

The order herein shall be known as the:

BLACK MESA UNIT AGREEMENT ORDER

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

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

SECTION 2. The Black Mesa Unit Agreement Plan shall be and is hereby approved, or not out by the petition and the amended petition in this case and said unit agreement.

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

Patented, Santa Fe, New Mexico

Township 30 North, Range 36 East

Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26

Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14
Section 23, E $\frac{1}{2}$ SE $\frac{1}{4}$
Sections 23, 24, 25, 26 and 27
Sections 34, 35 and 36.

Township 32 North, Range 36 East

Section 36.

Township 30 North, Range 37 East

Sections 5, 6, 7 and 8
Section 17, Lots 1, 2, 3, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$
E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Sections 18 and 19
Section 20, W $\frac{1}{2}$ NW $\frac{1}{4}$

Township 31 North, Range 37 East

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

Township 32 North, Range 37 East

Sections 29, 30, 31 and 32.

Area 38,808.36 acres, more or less.

(b) The Unit Area may be enlarged or diminished as ~~provided in~~
~~such plan~~

SECTION 4. The Unit Operator shall file with the Commission an executed original, or executed counterparts thereof, of the ~~Unit Area~~ Unit Agreement not later than 30 days after the effective date thereof.

SECTION 5. Any party owning rights in the unitized substances who does not execute such rights to said Unit Agreement before the effective date thereof may nevertheless become party thereto by submitting to said Agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original of any such counterpart.

~~SECTION 6.~~ The order herein shall become effective on the first day of the calendar month next following the approval of ~~Commissioners~~ of Public Lands and the Secretary of the Interior and shall terminate upon the termination of said Unit Agreement. The Unit Operator shall immediately notify the Commission in writing of such termination.

Date of Entry To, Exit Therefrom or if the day and year hereinafter designated.

OIL COMMISSIONER COMMISSION

(SIGNED) JAMES J. HUGHES
JAMES J. HUGHES, CHAIRMAN

(SIGNED) JAMES J. HUGHES
JAMES J. HUGHES, MEMBER

(SIGNED) R. D. HUGHES
R. D. HUGHES, SECRETARY

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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

CASE NO. 87

ORDER NO. 677

THE APPLICATION OF THE PURE OIL COMPANY
FOR AN ORDER OF APPROVAL OF THE UNIT
AGREEMENT FOR THE DEVELOPMENT AND
OPERATION OF THE BLACK HESA AREA WITHIN
TOWNSHIP 30 N, RANGE 36E, TOWNSHIP 31N,
RANGE 36E, TOWNSHIP 32N, RANGE 36E,
TOWNSHIP 33N, RANGE 37E, TOWNSHIP 34N,
RANGE 37E, TOWNSHIP 35N, RANGE 37E,
N.M.P.M., CONSTITUTING A CUMULATIVE
AREA OF 13,050.36 ACRES, UNION COUNTY,
NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

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

Now, on this 8th day of October, 1946, the Commission
having before it for consideration the petition filed at the hearing
of said case, and being fully advised in the premises;

IT IS THEREFORE ORDERED THAT:

The entire record shall be known as the

BLACK HESA UNIT AGREEMENT CASE

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

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

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

SECTION 3. (a) The Unit Area shall be

Intersected Section, New Mexico

Township 30 North, Range 36 East

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14
Section 22, NE 3/4
Sections 23, 24, 25, 26 and 27
Sections 34, 35 and 36.

Township 32 North, Range 36 East

Section 36.

~~Township 32 North, Range 37 East~~

Sections 5, 6, 7 and 8
Section 17, Lots 1, 2, 3, W 1/2 NE 1/4, NW 1/4
NE 1/4 SW 1/4, SE 1/4 SW 1/4, NW 1/4 SE 1/4
Sections 18 and 19
Section 20, W 1/2 NW 1/4

Township 31 North, Range 37 East

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

Township 32 North, Range 37 East

Sections 29, 30, 31 and 32.

Area 30, 31, 32 acres, more or less.

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

SECTION 4. The unit operator shall file with the Commission an accepted original, or certified counterparts, thereof, of the Blank Unit Agreement not later than 30 days after the effective date thereof.

SECTION 5. Any party asserting rights in the unitized substance who does not consent such rights to said Unit Agreement before the effective date thereof or thereafter become party thereto by subscribing to such Agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original of any such counterpart.

SECTION 6. The order herein shall become effective on the first day of the calendar month next following the approval of Commissioners of Public Lands and the Secretary of the Interior and shall terminate upon notice on the termination of said Unit Agreement. The Unit Operator shall immediately notify the Commission in writing of such termination.

WITNESSED at Santa Fe, New Mexico on of the day and year lastmentioned designated.

BY COMMISSIONER COMMISSIONER

(SIGNED) [Signature]

(SIGNED) [Signature]

(SIGNED) [Signature]



O CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

October 8, 1946

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

Re: Case 87

Dear Mr. Richards:

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

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

Very truly yours,

Chief Clerk & Legal Adviser

CBL:MSH

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THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO.

SOUTHWESTERN PRODUCING DIVISION

TULSA, OKLAHOMA

ALVIN RICHARDS, ATTORNEY

August 22, 1946.

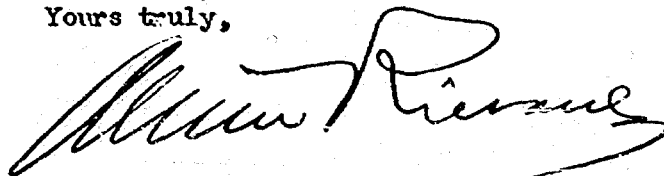
Mr. Carl B. Livingston, Attorney,
Oil Conservation Commission,
Santa Fe, New Mexico.

Dear Mr. Livingston:

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

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

Yours truly,



Attorney

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IL CONSERVATION COMMISSIO
SANTA FE, NEW MEXICO

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August 20, 1946

Union County Leader
Clayton, New Mexico

Re: Notice for Publication
Case No. 87

Gentlemen:

Please publish the enclosed notice once, immediately.
Please proof read the notice carefully and send a copy
of the paper carrying such notice.

UPON COMPLETION OF THE PUBLICATION, PLEASE SEND PUBLISHER'S
AFFIDAVIT.

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

Very truly yours,

Chief Clerk & Legal Adviser

CBL:MSH

W.N.M.C.F. MICROGRAPHICS



BEST AVAILABLE COPY

NOTICE OF PUBLICATION
STATE OF NEW MEXICO
Oil Conservation Commission
The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10 A.M., September 12, 1946.

Case 87.
In the matter of the application of the Pure Oil Company for an order of approval of the unit agreement for the development and operation of the Black Mesa Area within Township 30N, Range 36E, Township 31N, Range 36E, Township 32N, Range 36E, Township 33N, Range 37E, Township 34N, Range 37E, N.M.P.M., constituting a compact unit area of 51,030.36 acres, Union County, New Mexico.

Any interested party is entitled to be heard.

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

OIL CONSERVATION COMMISSION
By: R. R. SPURRIER,
Secretary.
(SEAL)
Pub. Aug. 24, 1946.

Affidavit of Publication

State of New Mexico, } ss.
County of Santa Fe

I, C. B. Floyd, being first duly sworn, declare and say that I am the (Business Manager) (~~Editor~~) of the Santa Fe New Mexican, a daily newspaper, published in the English Language, and having a general circulation in the City and County of Santa Fe, State of New Mexico, and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 of the Session Laws of 1937; that the publication, a copy which is hereto attached, was published in said paper ~~once each week~~ for one time ~~on consecutive weeks, and on the same day of each week~~ in the regular issue of the paper during the time of publication, and that the notice was published in the newspaper proper, and not in any supplement, ~~once each week~~ for one time ~~weeks consecutively~~, the first publication being on the 24th day of August, 1946, and ~~on the same day of each week~~; that payment for said advertisement has been (duly made), or (assessed as court costs); that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

PUBLISHER'S BILL

_____ lines, one time at \$_____

_____ lines, _____ times, \$_____

Tax \$_____

Total \$_____

Received payment,

By _____

Manager
Subscribed and sworn to before me this 26th
day of August, A.D., 1946

Notary Public

My Comm. _____

WIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

C
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P
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August 24, 1946

AIRMAIL

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

Re: Notice for Publication
Case No. 87

Gentlemen:

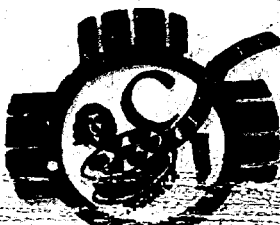
In reply to your letter of August 22, the legal advertisement in the above captioned matter sent you under date of August 20 is intended to be published next or earliest time it is possible to do so. As pointed out in said letter it is to be published once. Please be sure to proof read it and send publisher's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

Very truly yours,

Chief Clerk & Legal Adviser

CHL:MSH

W.N.M.C.F. MICROGRAPHICS



INDEPENDENT WEEKLY

Union County Leader

PUBLISHED THURSDAY

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

Clayton, New Mexico

Aug 22, 1946

New Mexico Oil Conservation Com.

Santa Fe, N. M.

gentlemen: We are in receipt of legal, Case 87,
which arrived here this morning--too late for
this publication which we mail Wednesday
evening. We will run in next week's paper
unless we hear otherwise, also please advise
if it should run more than one time.

Thanks.

C. E. Lough

NOTICE OF PUBLICATION
STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

The Oil Conservation Commission, as provided by law, hereby gives notice of the following hearing to be held at Santa Fe, New Mexico at 10 A.M., September 13, 1946.

Case 87

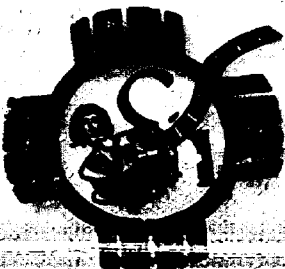
In the matter of the application of the Pure Oil Company for an order of approval of the unit agreement for the development and operation of the Black Mesa Area within Township 30N, Range 36E, Township 31N, Range 36E, Township 32N, Range 36E, Township 30N, Range 37E, Township 31N, Range 37E, Township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

Any interested party is entitled to be heard.

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

OIL CONSERVATION COMMISSION

R. R. Spurrier
BY: R. R. SPURRIER, SECRETARY



'L CONSERVATION COMMISSIO'
SANTA FE, NEW MEXICO

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August 20, 1946

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

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

Dear Mr. Richards:

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

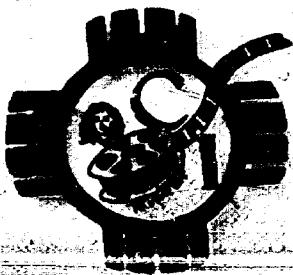
Please acknowledge receipt of the enclosed notice.

Very truly yours,

Chief Clerk & Legal Adviser

CEL:MSH

W.N.M.C.F. MICROGRAPHICS



STATE OF NEW MEXICO
DEPARTMENT OF STATE GEOLOGIST
SANTA FE, NEW MEXICO

Case 87

August 5, 1947

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

ATTENTION: Miss Gardner

Dear Roy:

Thanks for your letter of July 28, 1947.

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

Very truly yours,

GEORGE A. GRAHAM
Attorney,
Oil Conservation Commission

GAG:bsf

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NEW MEXICO
OIL CONSERVATION COMMISSION

GOVERNOR JOHN J. DEMPLEY
CHAIRMAN
LAND COMMISSIONER JOHNNIE E. MILES
MEMBER
STATE GEOLOGIST R. R. SPURRIER
SECRETARY AND TREASURER



Santa Fe, New Mexico

Box 1545
Hobbs, New Mexico
July 28, 1947

OIL CONSERVATION COMMISSION
RECEIVED
JUL 31 1947
Case 87

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

Dear Mr. Graham:

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

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

Very truly yours,

Roy Farbrange

Oil & Gas Inspector

cg

W.N.M.C.F. MICROGRAPHICS



THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO.

1026 SEVENTEENTH ST., N. W.
WASHINGTON 6, D. C.

July 23rd, 1946.

BLACK MESA UNIT AGREEMENT.

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

Dear Mr. Richards:

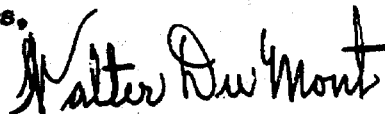
For your information, the Black Mesa Unit Agreement, submitted by the Pure Oil Company to the U S Geological Survey at Roswell, N.M., duly arrived in Washington, and passed thru all the necessary Divisions of the Interior Department.

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

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

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

Sincerely yours,



WALTER DU MONT.

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

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

W.N.M.C.F. MICROGRAPHICS



CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

July 17, 1946

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

Re: Pure Oil Company: Black Mesa Unit Agreement, Union
County, New Mexico.

Dear Mr. Richards:

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

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

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

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

W.N.M.C.F. MICROGRAPHICS



CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

Richards

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

Very truly yours,

Chief Clerk & Legal Advisor

CEL:MSH
cc Foster Morrell
C. E. Barnes, Landman
Pure Oil Co., Tulsa
George Graham

W.N.M.C.F. MICRO-GRAPHICS



THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO.

SOUTHWESTERN PRODUCING DIVISION

TULSA, OKLAHOMA

ALVIN RICHARDS, ATTORNEY

July 9, 1946

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

Dear Mr. Livingston:

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

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

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

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

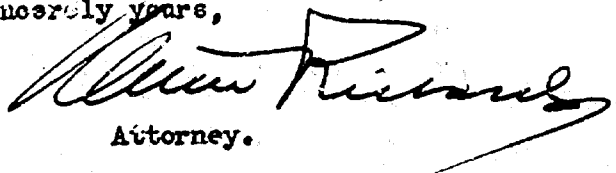
I am also enclosing a copy of the Unit Agreement. I left a copy or two with you when I was there, and I assume this additional copy will be sufficient for your needs at this time. We of course will file executed copies with you at or about the time of the hearing.

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

Also, if after examining these papers there is anything that is lacking I would appreciate your letting me know so that I can supply you with anything you need, and I trust if there is anything lacking that will be necessary to supply you, that it will not delay the advertising and setting of the matter down for hearing.

With kindest regards, I am,

Sincerely yours,


Attorney.

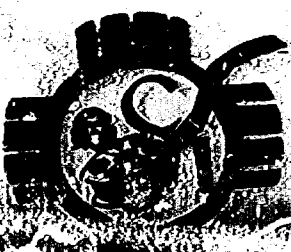
AR:M

Encl. 8.

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

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

W.N.M.C.F. MICROGRAPHICS



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

July 15, 1947

Mr. John M. Miles
Commissioner of Public Lands
Santa Fe, New Mexico

Dear Mr. Miles:

We are enclosing herewith original and two copies of Application for Approval of Termination of Black Mesa Unit Agreement 1-See. No. 460, covering an area of 33,030.36 acres in Townships 30, 31 and 32 North, Ranges 36 and 37 East, D. M. P. M., Union County, New Mexico.

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

Well #1 - NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 31 North,
Range 36 East.
Date commenced: 12-30-46.
Total Depth: 3514 Ft.
Plugged and abandoned: 3-1-47.

Well #2 - NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 6, Township 30 North,
Range 37 East.
Date commenced: 4-20-47.
Total Depth: 3564 Ft.
Plugged and abandoned: 5-23-47.

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

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

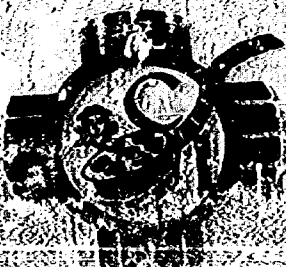
Very truly yours,

C. E. BARNES

CEB :
Enc.

Mr. R. R. Spurrier
Santa Fe, New Mexico ✓

W.N.M.C.F. MICROGRAPHICS



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

TO THE HONORABLE SECRETARY OF THE INTERIOR OF THE UNITED STATES
and TO THE HONORABLE COMMISSIONER OF PUBLIC LANDS OF THE STATE
OF NEW MEXICO:

Comes now The Pure Oil Company, an Ohio corporation, and respectfully requests the approval by the Secretary of the Interior of the United States and by the Commissioner of Public Lands of the State of New Mexico of the termination of the Black Mesa Unit Agreement I-800, No. 460 covering and affecting certain lands lying and being situate in the County of Union and State of New Mexico therein particularly described and in support thereof would show:

That applicant, The Pure Oil Company, is the owner of in excess of 75% on an average basis of the working interest rights in the unitized land described in, covered and embraced by the Black Mesa Unit Agreement; the said applicant being the owner of all of the working interest rights in said unitized land.

That Section 20 of the aforesaid Unit Agreement provides for its termination, with the approval of the Secretary of the Interior of the United States and of the Commissioner of Public Lands of the State of New Mexico, upon the consent of owner of 75% on an average basis of the working interest rights in the unitized land and that the requisite consent is evidenced by the execution of this application by the said The Pure Oil Company, owner as aforesaid of in excess of 75% of the working interest rights in unitized land.

Respectfully submitted this 18th day of July, 1947.

THE PURE OIL COMPANY

By [Signature]

[Signature]
Attorney-in-Fact

STATE OF OHIO

COUNTY OF CUYAHOGA

ss.

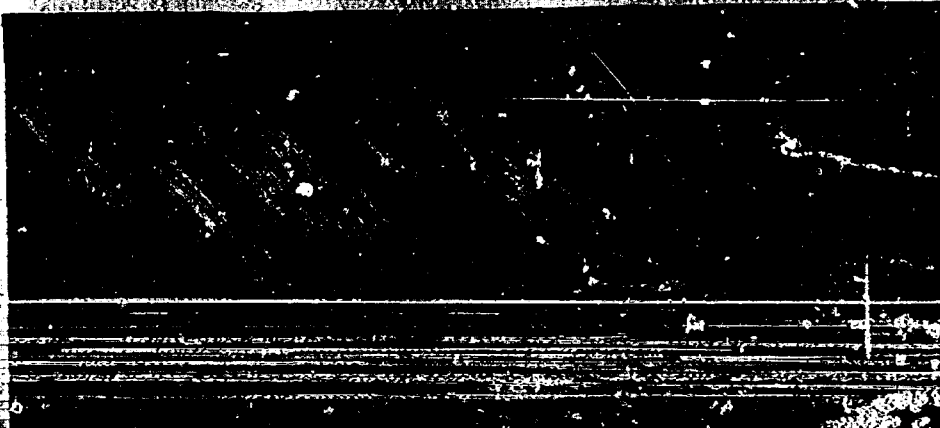
I, R. B. Felt, being duly sworn upon his oath depose:

That I am Manager of the Administration Functioning Division of The Pure Oil Company, and that I have read the above and foregoing application for approval of the termination of the Black Mesa Unit Agreement, and have personally known the parties and things therein stated.

[Signature]

Subscribed and sworn to before me by R. B. Felt, this 18th

[Signature]
Notary Public

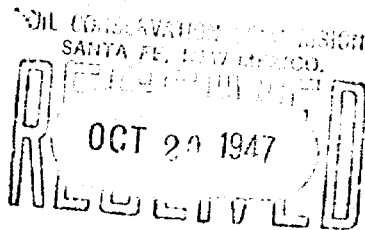


THE PURE OIL COMPANY

GENERAL OFFICES, 35 EAST WACKER DRIVE, CHICAGO

TULSA, OKLAHOMA

October 16, 1947



Graham
Case
87

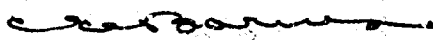
Mr. John E. Miles
Commissioner of Public Lands
Santa Fe, New Mexico

Dear Sir:

file

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

Very truly yours,

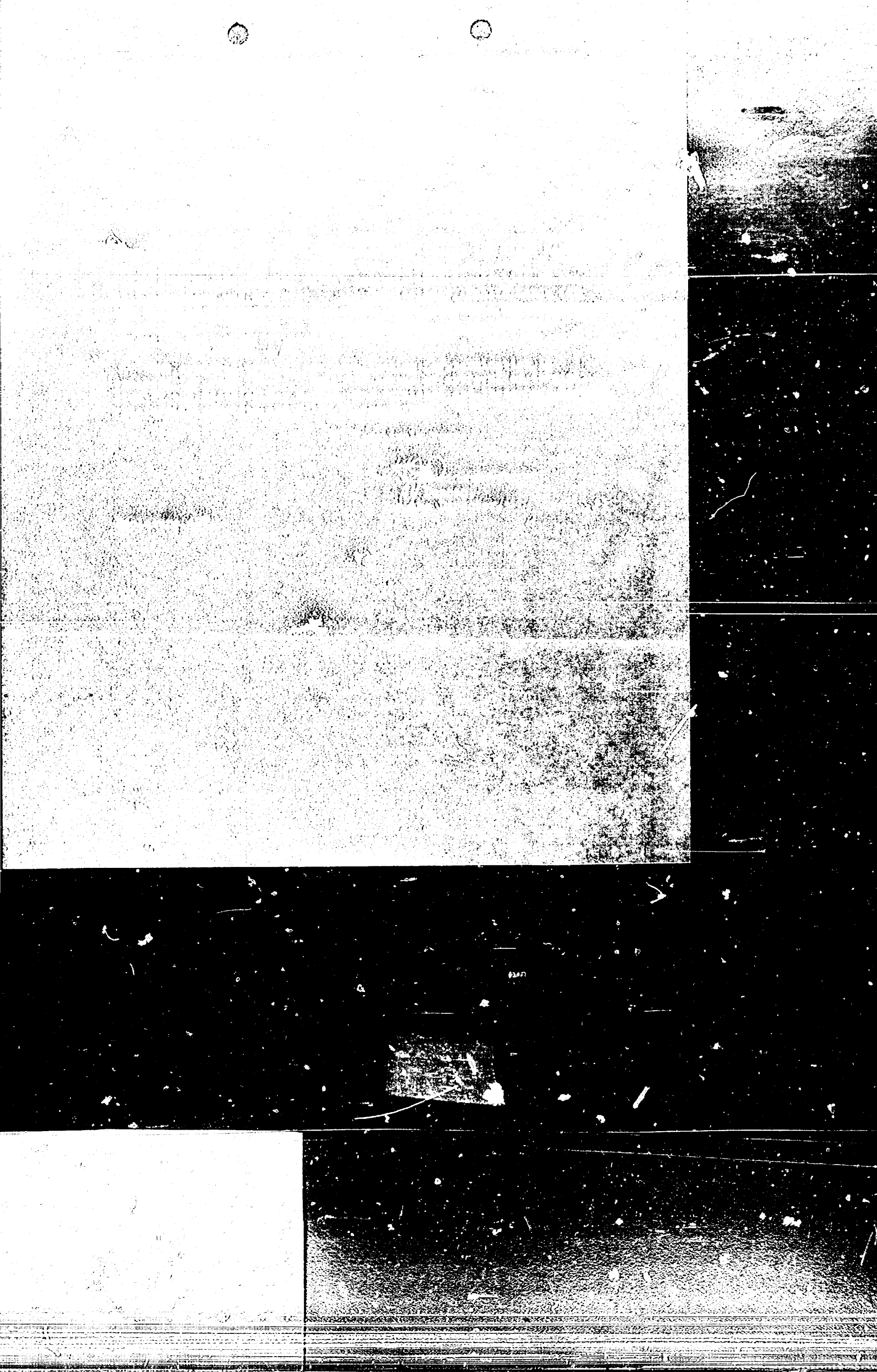

C. E. BARNES

CEB/ls
Enc.

CC: Mr. R. R. Spurrier,[✓]
Oil Conservation Commission
Santa Fe, New Mexico

W.N.M.C.F. MICROGRAPHICS





...the United States and by the Government of the State of New Mexico of the location of the land in the State of New Mexico.

The said working and mining interests in the State of New Mexico are hereby conveyed to the United States and by the Government of the State of New Mexico and in support thereof shall state

that applicants The Pure Oil Company, in the State of New Mexico of the said working and mining interests in the State of New Mexico shall consist in, conveyed and released by the State of New Mexico, the said applicant being the owner of all of the working interests in the said mineral lands.

That Section 20 of the aforesaid Unit Agreement provides for the transmission, with the approval of the Secretary of the Interior of the United States and of the Commissioner of Public Lands of the State of New Mexico, upon the consent of owner of the said working interests in the mineral lands and that the complete consent is evidenced by the execution of this application by the said The Pure Oil Company, owner as aforesaid of the interest of the said working interests in mineral lands.

Respectfully submitted this 14th day of July, 1947.

APPROVED

[Signature]
Director, United States Geological Survey

THE PURE OIL COMPANY

[Signature]
Manager, Northwestern Petroleum Division

STATE OF OKLAHOMA

COUNTY OF TULSA

W. H. Peck, being first duly sworn upon his oath states

That he is Manager of the Northwestern Petroleum Division of The Pure Oil Company, and that he has read the above and foregoing Application for Approval of the Transmission of the Black Map Unit Agreement, and from personal knowledge he knows the matter and things therein stated to be true and correct.

Subscribed and sworn to before me by W. H. Peck, this 14th day of July, 1947.

My commission expires
My Comm. No. 100 648

[Signature]
Notary Public,
Tulsa County, Oklahoma



CERTIFICATE OF APPROVAL

STATE OF NEW MEXICO

The undersigned, having this day examined an agreement for the co-operative or unit operation and development of a prospective oil or gas field or area, which agreement is entitled "Black Mesa Unit Agreement, Union County, New Mexico," entered into between The Pure Oil Company, Operator, and likewise subscribed by numerous Royalty Owners, to which agreement this certificate is attached; and

WHEREAS, upon examination thereof, the Commissioner finds:

a. That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said field;

b. That under the operations proposed, the State will receive its fair share of the recoverable oil or gas in place under its lands in the area affected;

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

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

NOW, THEREFORE, by virtue of the authority conferred upon me by Chapter 83 of the Laws of the State of New Mexico, 1943, approved April 14, 1943, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said agreement, as to the lands of the State of New Mexico included in said Black Mesa Unit Agreement, and subject to all the provisions of the aforesaid Chapter 83 of the Laws of the State of New Mexico, 1943.

Executed this 12th day of October, A. D. 1946.

John E. Miller
Commissioner of Public Lands of
the State of New Mexico

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

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

NO. _____

AMENDMENT TO PETITION

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

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

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

THE PURE OIL COMPANY

By: 
Atty.

No. _____

NEW MEXICO OIL CONSERVATION COMMISSION,
STATE OF NEW MEXICO.

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

P E T I T I O N

Alvin Richards, Attorney for The Pure Oil
Company,
Box 271, Tulsa, Oklahoma.

NEW MEXICO OIL CONSERVATION COMMISSION,
STATE OF NEW MEXICO.

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

No. _____

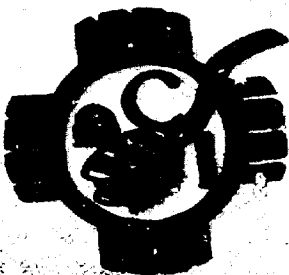
P E T I T I O N

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

1. That the Unit Area designated in said agreement covers 33,010.36 acres, and is situated in the northeast part of Union County, in the State of New Mexico. That of said acreage embraced within said Unit Area, 8,607.69 acres are owned by the United States of America, 8,249.94 acres are owned by the State of New Mexico, and 15,972.73 acres are privately owned; that your petitioner has valid and subsisting oil and gas mining leases, or has agreed to purchase assignments, covering the same, as to all the lands with exception of approximately 520 acres, and that said agreement has been executed by your petitioner and numerous owners of royalty interests in said lands, involving approximately 98.42% of the working interest, and approximately 94.5% of the fee or royalty interest.

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

3. Your petitioner, the undersigned, designated Operator and given authority to carry on operations necessary for development and exploration of the unit area for oil and gas, subject to regulations of the Secretary of the Interior, the Commissioner of Public Lands of the State of New Mexico, and the New Mexico Oil Conservation Commission, states that under the terms thereof a test well for oil and gas is to be started within six months after effective date of agreement and drilled upon some part of the unit area to a depth of not

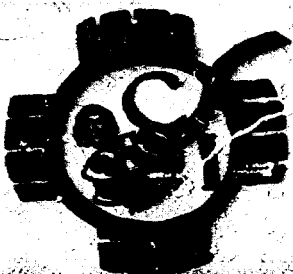


less than six thousand (6000) feet, unless at a lesser depth a full deposit of unitized substance is discovered, or it shall be determined that further drilling would not be warranted.

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

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

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



Oil Conservation Commission.

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

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

Respectfully submitted,

THE PURE OIL COMPANY

By


Its Attorney.

S.N.M.C.F. MICROGRAPHICS



BLACK MESA UNIT AGREEMENT

UNION COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 26th day of MARCH, 1946, by and between the parties subscribing or consenting hereto:

W I T N E S S E T H:

WHEREAS, the parties subscribing hereto are the owners of operating, royalty, or other oil or gas interests in the Unit Area subject to this agreement; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent avoidable waste and secure the other benefits obtainable through development and operation of the Unit Area subject to this agreement under the terms, conditions and limitations hereinafter set forth, under and pursuant to the provisions of Sections 17, 27, and 32 of the Act of Congress approved February 25, 1920, entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas and Sodium on the Public Domain," 41 Stat. 443, 448, 450, as amended or supplemented by the Acts of March 4, 1931, 46 Stat. 1523, and August 21, 1935, 49 Stat. 676; 30 U.S.C. 226, 184, and 189; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

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

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

LAWS AND REGULATIONS:

1. The Act of Congress, approved February 25, 1920, supra, as amended, the Acts of the Legislature of the State of New Mexico, (Chap. 72, Laws of 1935, and Chap. 88, Laws of 1943), and all pertinent regulations heretofore and all pertinent and reasonable regulations hereafter issued thereunder, including operating and unit plan regulations, and not inconsistent with the provisions hereof, are accepted and made a part of this agreement.

DEFINITIONS:

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

(a) "Secretary" shall mean the Secretary of the Interior of the United States and those persons or agencies duly authorized to act for and in his behalf.

(b) "Supervisor" shall mean the Oil and Gas Supervisor of the United States Geological Survey and those persons or agencies duly authorized to act for and in his behalf.

(c) "Commissioner" shall mean the Commissioner of Public Lands of the State of New Mexico.

(d) "Commission" shall mean the Oil Conservation Commission of the State of New Mexico and those persons duly authorized to act for and in its behalf.

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

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

(g) "Paying Quantities" shall mean a quantity of the unitized substances sufficient to repay the cost of drilling, equipping and operating the well and a small profit in addition thereto.

UNIT AREA:

3. The following described lands situated in Union County, New Mexico, are hereby designated and recognized as constituting the Unit Area:

Principal Meridian, New Mexico

Township 30 North, Range 36 East

Sections 1, 2 and 3
Section 4, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Sections 9, 10, 11, 12, 13, 14, 15 and 16.
Sections 21, 22, 23 and 24.

Township 31 North, Range 36 East

Sections 1, 11, 12, 13 and 14.
Section 22, E $\frac{1}{2}$ SE $\frac{1}{4}$
Sections 23, 24, 25, 26 and 27.
Sections 34, 35 and 36.

Township 32 North, Range 36 East

Section 36.

Township 30 North, Range 37 East

Sections 5, 6, 7 and 8.
Section 17, Lots 1, 2, 3, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$,
N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.
Sections 18 and 19.
Section 20, W $\frac{1}{2}$ NW $\frac{1}{4}$

Township 31 North, Range 37 East

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

Township 32 North, Range 37 East

Sections 20, 29, 30, 31 and 32.

Area 33,030.36 acres, more or less.

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

believed to be barren of the unitized substances.

Exhibit "A" attached hereto is a map on which is outlined the herein established Unit Area, together with the ownership of the land and leases in said Area. Exhibit "B" attached hereto is a schedule showing the nature and extent of known ownerships of oil and gas rights in all land in the Unit Area. Said exhibits shall be revised by the Unit Operator whenever any change in the unit area or ownership of unitized interests renders such change necessary, and revised exhibits shall be filed with the record of this agreement.

UNITIZED SUBSTANCES
AND LAND:

4. All oil, gas, natural gasoline and associated fluid hydrocarbons producible from land subject to this agreement, in any and all sands or horizons, are unitized under the terms of this agreement and hereinafter are called "unitized substances". The term "unitized land" whenever and wherever used in this agreement is defined as and limited to that part of the land within the unit area which, on the effective date hereof, has been committed to this agreement or which, although not committed hereto on said effective date, may be admitted to unitization through the subsequent execution hereof as hereinafter provided in Section 24.

UNIT OPERATOR:

5. The Pure Oil Company, an Ohio corporation, is hereby designated as Unit Operator and by signature hereto commits to this agreement all interests in unitized substances vested in it and agrees and consents to accept the duties and obligations of Unit Operator to conduct and manage the operation of said unit area for the discovery and development of unitized substances as hereinafter provided. Herein whenever reference is made to the Unit Operator such reference is understood to mean the unit operator acting in that capacity and not as an owner of interests in unitized substances, and whenever reference is made to an owner of unitized substances, such a reference shall be understood to include any interests in unitized substances owned by the Unit Operator.

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

The parties hereto or a duly qualified new Unit Operator may purchase at its then depreciated market value all or any part of the equipment, material, and appurtenances in or upon the land subject to this agreement, owned by the retiring Unit Operator, in its capacity as such operator, or make other arrangements satisfactory to the retiring Unit Operator for the use thereof, provided that no such equipment, material, or appurtenances so selected for purchase shall be removed prior to the effective date of Unit Operator's retirement. Any equipment, material, and appurtenances not so purchased or arranged for as to the use thereof within said time limit and not necessary for the preservation of wells may be removed by the retiring Unit Operator at any time within six (6) months after his relinquishment or removal becomes effective, but if not so removed shall become the joint property of the owners of working interest rights in land then subject to this agreement. The termination of any rights as Unit Operator under this agreement shall not of itself terminate any right, title, or interest which the Unit Operator may then have in the unitized substances, but the Unit Operator shall have the right and option in connection with its resignation to reassign or retransfer to its several predecessors in interest all of its interest in the lands and leases severally acquired from them, together with its working interest in the unitized substances, and upon such delivery

be discharged from any future liability as a working interest owner hereunder; said reassignments to be effective as to said transferee thereupon, subject, however, to the approval of the Secretary as to transfers of interest in lands of the United States and subject, however, to the approval of the Commissioner as to interest in lands of the State of New Mexico.

SUCCESSOR UNIT
OPERATOR:

6. Whenever the Unit Operator shall discontinue or relinquish his rights as Unit Operator or shall fail to fulfill his duties and obligations as Unit Operator under this agreement, the owners of the majority of the unitized working interests in the participating area on an acreage basis, or the owners of working interests according to their total acreage interest in unitized land included in the unit area until a participating area shall have been established, shall select a new Unit Operator; provided, that if less than a three-fourths majority of the working interest rights which are at any time qualified to vote in selecting a new Unit Operator are owned by one party to this agreement then a vote of at least two owners of working interests qualified to vote shall be required to select a new operator. Such selections shall not become effective until (a) a Unit Operator so selected shall agree and consent in writing to accept the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Secretary and the Commissioner. In the absence of the selection of an acceptable Unit Operator by the working interest owners within three (3) months after notice by Unit Operator of intention to relinquish its rights as Unit Operator, this unit agreement shall automatically terminate at the expiration of said three (3) months period; provided, however, that should a participating area or areas have been established and production of the unitized substances taken therefrom, effective only as to the lands within the participating area or areas, the said three month period shall be extended to one year if so required by the Secretary or the Commissioner.

RIGHTS AND
OBLIGATIONS
OF
UNIT OPERATOR:

7. Except as hereinafter specified, the exclusive right, privilege, and duty of exercising any and all rights of the parties signatory hereto which are necessary or convenient for prospecting for, producing, storing, and disposing of the unitized substances are hereby vested in the Unit Operator and shall be exercised by said Unit Operator as provided in this agreement. Acceptable evidence of title to said rights shall be deposited with the Unit Operator and together with this agreement, shall constitute and define said Unit Operator's right, privileges and obligations in the premises; provided that nothing herein shall be construed to transfer any title of any kind, it being understood that under and pursuant to this agreement the Unit Operator, in its capacity as such, shall exercise the rights of possession and also vested in the parties hereto only and exclusively for the purposes herein specified. The Unit Operator shall, subject to and in accordance with the terms and provisions of the operating agreement hereinafter referred to, pay all costs and expenses of operations with respect to the unitized land, and shall charge such costs to the account of the owners of working interest rights in the unitized land in accordance with said operating agreement; no portion of such costs to be charged to the royalty owners, as such.

The development and operation of and upon any portion of the unitized land under the terms hereof shall be deemed full performance by Unit Operator of all obligations for such development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract.

DRILLING
TO
DISCOVERY:

8. Within six months after the effective date of this agreement, Unit Operator shall begin operations on the unitized land to drill an adequate test well at a location to be approved by the

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

PLAN OF
DEVELOPMENT
AND OPERATION:

9. Within sixty (60) days from completion of a well capable of producing the unitized substances as aforesaid, Unit Operator shall submit for the approval of the Supervisor, the Commissioner and the Commission, an acceptable plan of development and operation for the Unit Area, which plan or subsequent modifications thereof, when so approved, shall constitute the further drilling and operating obligations of the Unit Operator. Reasonable diligence shall be exercised by Unit Operator in complying with any plan of development approved hereunder. Said plan for further development and operation or like approval shall be modified from time to time whenever necessary to meet changed conditions or to protect the interests of all parties to this agreement and the further obligations of the Unit Operator shall be conformed thereto; provided further that in no event shall the Unit Operator under any such plan, or otherwise, be under any obligation to drill any well to any formation that does not afford a fair possibility for encountering the unitized substances in paying quantities. Well drilling operations, including well completions, producing practices and well abandonments, shall be in accordance with the Plan of Development and Operation. All operations hereunder shall be subject to the approval by the Supervisor as to wells on federal land and by the Commission as to wells on state and patented land.

During any period when it shall appear that an acceptable plan of development cannot be adopted because of the inability of the Supervisor, the Commissioner and the Commission to agree upon the terms thereof, the Unit Operator may, in accordance with the applicable regulations referred to in Section 1 hereof, proceed with reasonable diligence to drill other wells to determine the limits of production and to develop the productive portion of the unit area, and may and shall operate all productive wells in conformity with good operating practices, and the conservation principles of this agreement.

PARTICIPATION
AFTER
DISCOVERY:

10. Upon completion of a productive well as aforesaid, Unit Operator shall submit for the approval of the Secretary, the Commissioner and the Commission, a schedule, based on sub-divisions of the public land survey, of unitized lands then regarded as reasonably proved to be productive of unitized substances in paying quantities; all unitized land in said schedule, when approved, to constitute a participating area effective as of the date of first production. Said schedule shall set forth the percentage acreage interest of each owner of rights in the participating area thereby established. Such percentage acreage interest shall govern the allocation

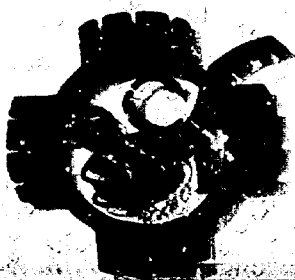


of production from and after the date the participating area becomes effective and until the date of the effectiveness of an approved revision thereof. With the approval of the Secretary, Commissioner and the Commission, a separate participating area may be established for any separate deposit of unitized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

Until a participating area or areas has or have been established as herein provided, or in the absence of agreement at any time between the Unit Operator, the Secretary, the Commissioner, and the Commission as to the proper boundaries of a participating area, the portion of all payments affected by such absence of agreement, except the royalties due the United States and the State of New Mexico, may be impounded in a manner mutually acceptable to the owners of working interest rights in unitized land.

**DEVELOPMENT OF
LAND COVERED
BY
PARTICIPATING
AREAS**

11. It is understood that the owners of working interest rights in the unitized land are entering into an operating agreement pertaining to matters of interest only to owners of working interest rights therein, which operating agreement is and shall be subordinate to the provisions of



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

ALLOCATION
OF
PRODUCTION
ROYALTIES:

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

Operator royalty free, shall be deemed to be produced equally on an acreage basis from the several tracts of land of the same participating area, and for the purpose of determining any benefits that accrue on an acreage basis as a result of operations under this agreement, each such tract shall have allocated to it such percentage of said production as its area bears to the said participating area of which it is a part. Unitized substances produced from any participating area and used in conformity with good operating practice under an approved plan of operation for repressuring or cycling in the same participating area shall be free from any royalty charge.

If Unit Operator introduces gas obtained from sources other than the unitized substances into any participating area hereunder for use in repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan first approved by the Supervisor, the Commissioner and the Commission, a like amount of gas less a due allowance for gas consumed in plant operations or unavoidably lost may be drawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom, provided that such withdrawal shall be at such time as may be provided in the plan of operation or as may otherwise be consented to by the Supervisor, the Commissioner and the Commission, as conforming to good petroleum engineering practice, and provided further that such right of withdrawal shall terminate on the termination of the unit agreement.

Except as otherwise herein provided, royalties shall be paid or delivered as provided by existing leases or contracts, at the lease or contract rate upon the unitized substances allocated to the lease or tract. Settlement shall be made on or before the 20th day of each month for the unitized substances produced and saved during the preceding calendar month. Such royalties shall be paid by the party operating the wells, but nothing



herein shall operate to relieve the lessees, or any of them, of their primary obligation to pay rentals and royalties under the terms of their respective leases.

The right is hereby secured to the United States and the State of New Mexico under existing or future laws and regulations to elect to take their respective royalty shares in kind or value.

GOVERNMENT
ROYALTIES:

13. Royalty due the United States on account of unitized lands owned by the United States shall be computed as provided in the operating regulations and paid as to all unitized substances on the basis of the amounts thereof allocated to such land as provided herein at the rate specified in the respective federal leases; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined for each participating area in accordance with the operating regulations as though all of the unitized lands within each participating area of which such land is a part were a single consolidated lease. During the period of the national emergency declared by the President May 27, 1941, Proclamation No. 2487, 55 Stat. 1647, upon a determination by the Secretary of the Interior that a new oil or gas field or deposit has been discovered by virtue of a well or wells drilled under this agreement, the royalty on production from such new field or deposit allocated to Federal land subject to this agreement at the time of such discovery shall, during the 10-year period following the date of such discovery, be paid in value or delivered in kind at a flat rate of 12½ per centum unless a lower rate is prescribed in the leases.

RENTALS:

14. Except as above provided in Section 11, the Unit Operator, on behalf of the respective lessees, shall undertake with reasonable diligence to pay all rentals of whatsoever kind on account of unitized land and shall charge the cost thereof to the appropriate parties conformably with their respective rental obligations. Rental for land of the United States subject to this agreement at the rate specified in the respective leases from the United States shall be paid, suspended, or reduced as may be determined by the Secretary pursuant to applicable law and regulations. The Unit Operator may apply the allocated royalty share of the unitized substances of the United States to repayment for rentals advanced hereunder on federal leases to the same extent as otherwise allowed in the case of an individual federal lease. Nothing herein contained shall operate to relieve any lessee of his primary obligation to pay the rentals under the terms of his respective lease or leases, or to render the Unit Operator liable to any working interest owner or other party because of any erroneous payment or failure to make timely payment of any rental which may become due.

CONSERVATION:

15. Operations and production of unitized substances shall be conducted so as to provide for the most economical and efficient recovery of unitized substances to the end that maximum ultimate yield may be obtained without waste. Production of unitized substances shall at all times be without waste as defined by or pursuant to state or federal law or regulations.

DRAINAGE:

16. Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, or with the approval of the Secretary as to federal interests and of the Commissioner as to state interests, and at the election of the Unit Operator as to private interests, pay a fair and reasonable compensation by royalty, as determined by the Supervisor as to federal interests, and the Commissioner as to state interests subject to this agreement, and by agreement between the Unit Operator and royalty owners, as to private interests.



NON-UNITIZED
LAND:

17. Any land within the unit area not subject to the terms of this agreement which is now or hereafter may be under control of any or all of the signatories to this agreement shall be developed and operated in accordance with the terms of this agreement to the extent that such development and operation shall not conflict with the contract under which control of the said land is held.

LEASES AND
CONTRACTS
CONFORMED
TO
AGREEMENT:

18. The parties hereto or consenting hereto holding interests in leases embracing unitized land of the United States or of the State of New Mexico consent that the Secretary and the Commissioner respectively may, and said Secretary and Commissioner, by their approval of this agreement, do hereby establish, alter, change or revoke the drilling, producing and royalty requirements of such leases and the regulations in respect thereto, to conform said requirements to the provisions of this agreement, but otherwise the terms and conditions of said leases shall remain in full force and effect.

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

The Secretary, Commissioner, and, except as otherwise provided in the preceding paragraph of this Section, all parties hereto further determine, agree and consent that during the effective life of this agreement, drilling and producing operations performed by the Unit Operator upon any unitized land will be accepted and deemed to be operations under and for the benefit of all unitized leases subject hereto; that no such lease shall be deemed to expire by reason of failure to produce wells situated on land therein embraced; that if a discovery of a valuable deposit of unitized substances is made anywhere on the unitized land, each such lease in effect on or after the date of such discovery shall be deemed to continue in force and effect as to land in the unit area, so long as unitized substances are produced anywhere on unitized land in paying quantities; that prior to such discovery of unitized substances anywhere on unitized land the expiration date of each lease of Federal land shall be the date prescribed in the lease subject to such preferential right to a new lease as may be authorized



by law; and the suspension of all operations and production on the unitized land pursuant to direction or consent of said Secretary and Commissioner shall be deemed to constitute such suspension pursuant to such direction or consent with respect to each such lease, and that no lease shall expire on account of such suspension, as to land in the unit area.

The parties hereto or consenting hereto, holding interests in leases subject to this agreement embracing unitized lands other than those of the United States or of the State of New Mexico or holding interests in any other agreements that involve oil and gas rights in lands in the Unit Area, subject to the provisions of Section 4 hereof, consent and agree to the extent of their respective interests, that all such leases and agreements shall conform to the provisions of this agreement.

COVENANTS
RUN WITH
LAND:

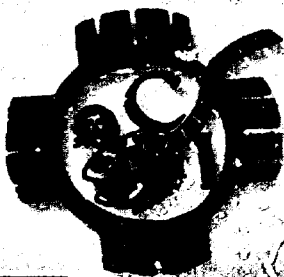
19. The covenants herein run with the land until this agreement terminates, and any grant, transfer or lease of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, lessee, or other successor in interest and as to federal land, shall be subject to approval by the Secretary and as to lands of the State of New Mexico shall be subject to the approval of the Commissioner. No transfer of any interest in and to any of the unitized lands or affecting the production therefrom shall be binding upon the Unit Operator until the first day of the next calendar month after the Unit Operator has been furnished with an original, photostatic or certified copy of the instrument of transfer.

EFFECTIVE
DATE AND
TERM:

20. This agreement shall become effective on the first day of the calendar month next following approval by the Secretary or the Commissioner, whichever last approves the same; provided that nothing herein shall be construed to waive or limit the right of the Commission to approve this agreement pursuant to state law. This agreement shall terminate five (5) years from and after its effective date unless (1) such date of expiration is extended by the Secretary and the Commissioner; or (2) a discovery of unitized substances in paying quantities has been made on unitized land, in which case this agreement shall remain in effect as long as unitized substances can be produced from the unitized land in paying quantities; or (3) it is proved at an earlier date that the Unit Area is incapable of production of unitized substances in paying quantities, and with the approval of the Secretary and the Commissioner, notice of termination is given by Unit Operator to all parties in interest by letter addressed to them at their last known address; or (4) it is terminated as provided in Sections 6 or 8 hereof; provided that, with the approval of the Secretary and the Commissioner, this agreement may be terminated at any time with the consent of the owners of 75% on an acreage basis, of the working interest rights in the unitized land.

RATE OF PROSPECT-
ING, DEVELOPMENT,
AND PRODUCTION:

21. All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute; provided, that the Secretary of the Interior is vested with authority pursuant to the amendatory acts of March 4, 1931, and of August 21, 1935, *supra*, to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided further that no such alteration or modification shall be effective as to any lands of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately owned lands subject to this agreement as to the quantity and



rate of production in the absence of specific written approval thereof by the Commission.

FORCE
MAJEURE:

22. Failure or delay in the performance of the terms, conditions, and covenants hereof, shall not cause this contract to expire, terminate, or be forfeited in whole or in part, nor subject the Unit Operator or other party otherwise liable therefor to liability in damages, to the extent and so long as such prompt performance is hindered, delayed or prevented by any federal or state law, executive order, rule or regulation, or to the extent and so long as such performance is hindered, delayed or prevented by an Act of God, of the public enemy, governmental interference or restraint, inability to obtain material or equipment, labor disputes, failure of transportation, or other cause, whether similar or dissimilar, beyond the control of the party in interest.

NON-
DISCRIMINATION:

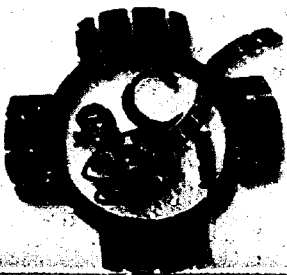
23. The Unit Operator expressly agrees that in any and all operations conducted hereunder, it shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

SUBSEQUENT
JOINER:

24. Any person owning rights in the unitized substances within the unit area which have not been committed hereto prior to the effective date hereof, may nevertheless thereafter subscribe this agreement, and if such parties are working interest owners they shall also subscribe the operating agreement and comply with all terms and conditions therein set forth; provided, however, that no tract or tracts which have been, are, or may reasonably be believed to be productive of unitized substances at the time of such subsequent execution hereof, shall be thereby rendered eligible for inclusion in a participating area, without the approval and consent of the owners of a majority, on an acreage basis, of the working interest rights in the affected participating area as existing at the time of the subsequent execution; or, in the event no participating area shall have been established, no execution hereof subsequent to the effective date of this agreement shall make any tract or tracts subject to treatment hereunder as unitized land without the approval and consent of the owners of a majority, on an acreage basis, of the working interest rights in the unitized land as comprised at the time of such subsequent execution; provided, further, in no event shall any retroactive apportionment of any sums accrued or paid for production be required by reason of the execution hereof by any party subsequent to the effective date of this agreement.

CONFLICT
OF
SUPERVISION

25. Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that said Unit Operator working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of Unit Operator to obtain the joint consent of the representatives of the United States and the representatives of the State of New Mexico in and about any matter or thing concerning which it is required herein that such joint consent be obtained. The parties hereto and consenting hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provision of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.



LOSS OF TITLE:

26. In the event of a dispute as to title as to any interest in unitized land, Unit Operator may withhold payment on account thereof without liability for interest until the dispute is finally settled; provided that, as to Federal lands or leases, no payments of funds due the United States shall be so withheld but such funds shall be deposited with the Register of the District Land Office to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

COUNTERPARTS:

27. This agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document.

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

UNIT OPERATOR

Date MARCH 26th, 1946

Attest:

THE PURE OIL COMPANY

Assistant Secretary.

By [Signature]
Manager, Southwestern Producing Division.

WORKING INTEREST OWNERS

Date MARCH 26th, 1946

Attest:

THE PURE OIL COMPANY

Assistant Secretary.

By [Signature]
Manager, Southwestern Producing Division

SOLE HEIRS OF ESTATE OF BELLE STONE BARRY.

Date _____, 1946

By David Barry, Jr.

Date _____, 1946

Barry.

Date _____, 1946

Ellis Lafferty.

Date _____, 1946

Charles S. Rexroad.

Date _____, 1946

H. C. Collister

Date _____, 1946

F. H. Brierton.

Date _____, 1946

Al Andreano

Date _____, 1946

Virginia Andreano

APPROVED THIS _____ DAY OF _____, A.D. 1946

Commissioner of Public Lands of the State of New Mexico

APPROVED THIS _____ DAY OF _____, A.D. 1946

OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

By _____



STATE OF OKLAHOMA)
COUNTY OF TULSA)

On this 26th day of MARCH, 1946, before me appeared JOHN D. McNUTT, to me personally known, who, being by me duly sworn, did say that he is the Manager, Southwestern Producing Division of The Pure Oil Company, an Ohio Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said JOHN D. McNUTT acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires:

C. E. Barnes
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared David Barry, Jr. and _____ Barry, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared Ellis Lafferty and _____ Lafferty, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires:

Notary Public



STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared Charles S. Rexroad and _____ Rexroad, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared H. C. Collister and _____ Collister, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires: _____

Notary Public

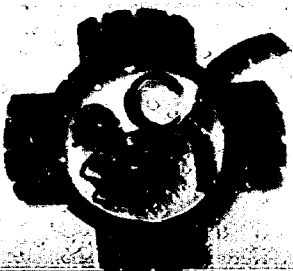
STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 1946, before me personally appeared F. H. Brierton and _____ Brierton, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires: _____

Notary Public



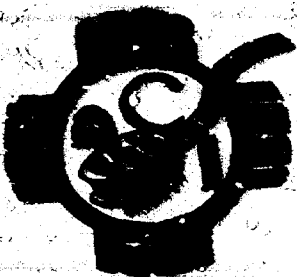
STATE OF _____ }
COUNTY OF _____ }

On this _____ day of _____, 1946, before me personally appeared Al Andreano and Virginia Andreano, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My Commission expires: _____

Notary Public



Over-sized Map

Map Filmed As Follows:

PROPOSED BLACK MESA UNIT AREA UNION COUNTY, NEW MEXICO

NEW MEXICO AND COLORADO BOUNDARY

T.
32
N.

25

24

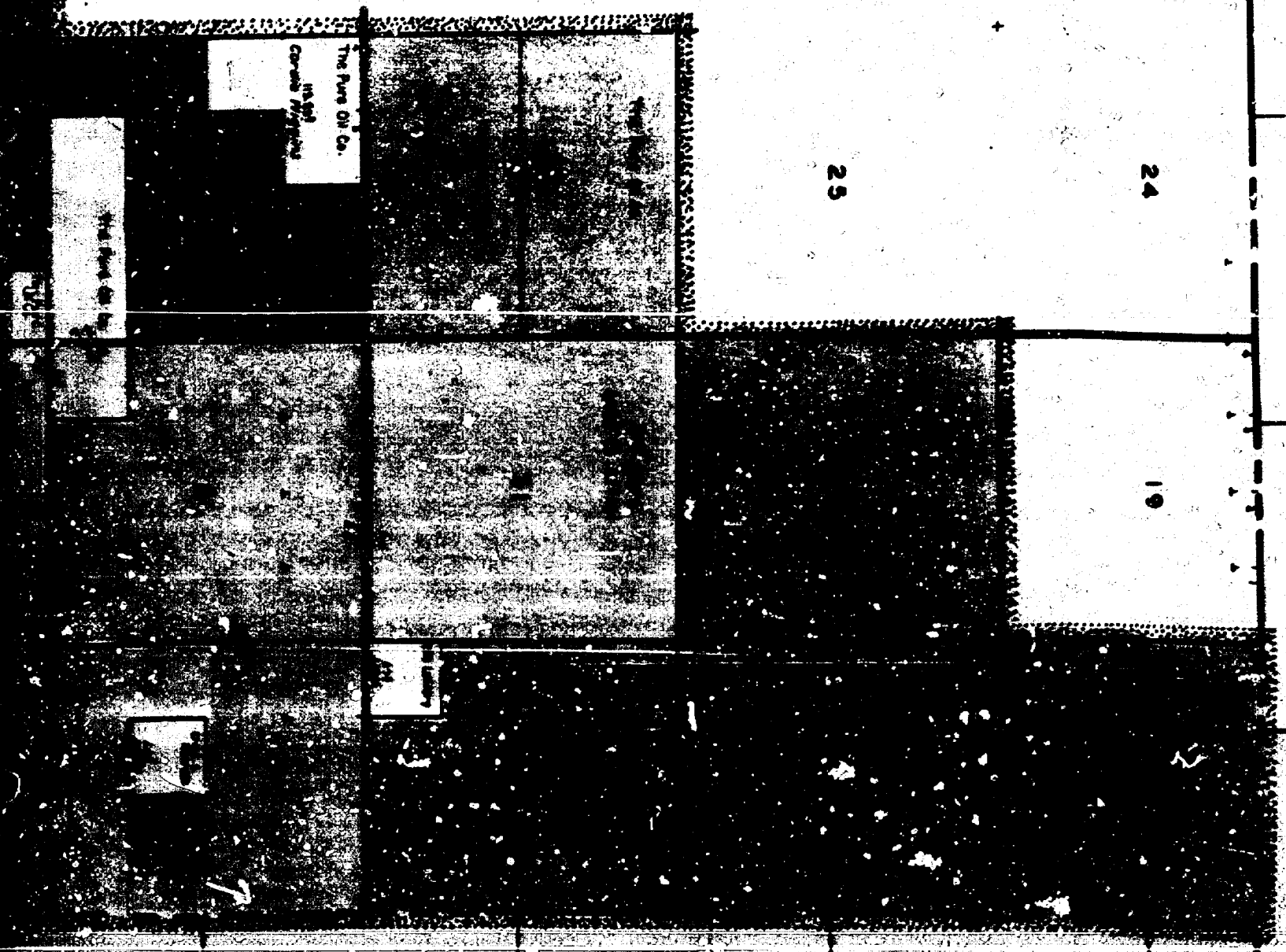
19

LEGEND

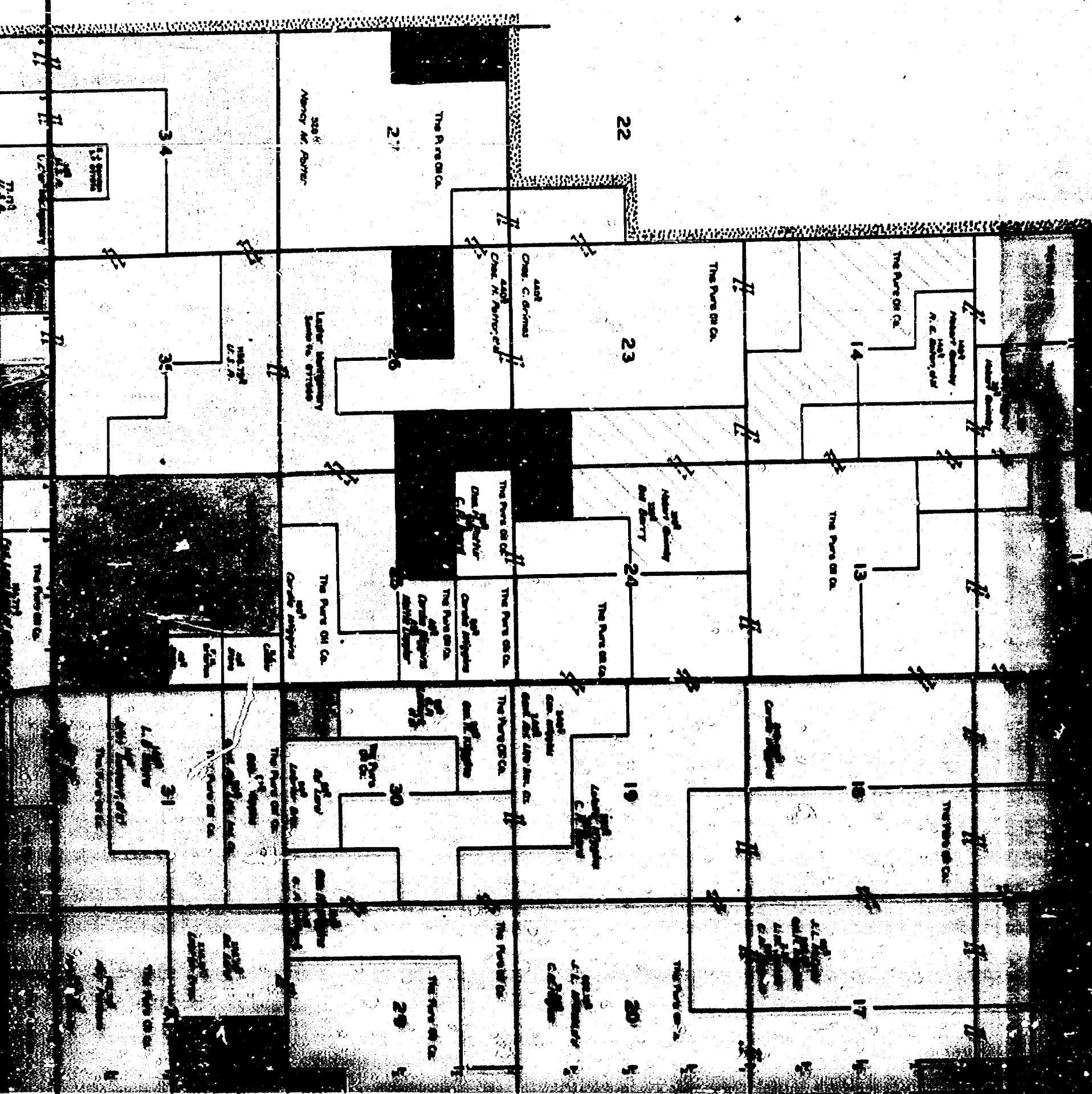
<input type="checkbox"/>	FEE LANDS LEASED TO PURE	15,332.73 ACRES
<input type="checkbox"/>	FEE LANDS 50% LEASED TO PURE	320.00
<input type="checkbox"/>	FEE LANDS 50% UNLEASED OWNED BY BELL BARRY	320.00
<input type="checkbox"/>	STATE LANDS LEASED TO PURE	8,049.94
<input type="checkbox"/>	STATE LANDS LEASED TO OTHERS	200.00
<input type="checkbox"/>	U.S.A. LANDS PURE HAS FILED APPLICATION FOR APPROVAL OF ASSET	7,506.45
<input type="checkbox"/>	U.S.A. LANDS LEASED TO PURE	1,301.24
<input type="checkbox"/>	TOTAL	33,030.36

BOUNDARY OF UNIT AREA

Section 1: Top



T. 31 N.



Section 2: Middle

EXHIBIT "B"

SCHEDULE OF OWNERSHIP OF OIL AND GAS

RIGHTS IN BLACK MESA UNIT AREA

TRACT No. 1

State of
New Mexico

T 32 N, R 37 E N. M. P. M.
Sec. 20, Lots 1, 2, 3, 4, 5, 6, 7, S $\frac{1}{2}$ NW, SW NE,
SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 29, Lots 1, 2, 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$
Sec. 30, All
Sec. 32, Lots 1, 2, 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$

2,473.63 acres

Basic Royalty Owners: State of New Mexico
Overriding Royalty :
Working Int. Owner : The Pure Oil Company

All
None
All

TRACT No. 2

State of
New Mexico

T 32 N, R 37 E N. M. P. M.
Sec. 32, NW $\frac{1}{4}$ SE $\frac{1}{4}$

40.00 acres

Basic Royalty Owner: State of New Mexico
Overriding Royalty :
Working Int. Owner : The Pure Oil Company

All
None
All

TRACT No. 3

State of
New Mexico

T 32 N, R 37 E N. M. P. M.
Sec. 32, SW $\frac{1}{4}$ SE $\frac{1}{4}$

40.00 acres

Basic Royalty Owner: State of New Mexico
Overriding Royalty :
Working Int. Owner : The Pure Oil Company

All
None
All

TRACT No. 4

State of
New Mexico

T 32 N, R 36 E N. M. P. M.
Sec. 36, S $\frac{1}{2}$

1,856.36 acres

T 31 N, R 36 E N. M. P. M.
Sec. 36, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

T 31 N, R 37 E N. M. P. M.
Sec. 32, Lots 1 and 2

TRACT No. 4 - continued

T 30 N, R 37 E N. M. P. M.
Sec. 8, Lots 1, 2, 3, 4, $W\frac{1}{2} NE\frac{1}{4}$, $SW\frac{1}{2} SE\frac{1}{4}$, $E\frac{1}{2} SW\frac{1}{4}$, $SE\frac{1}{4} NW\frac{1}{4}$
Sec. 17, Lots 1, 3, $W\frac{1}{2} NE\frac{1}{4}$, $NW\frac{1}{2} SE\frac{1}{4}$, $N\frac{1}{2} SW\frac{1}{4}$, $SW\frac{1}{4} SW\frac{1}{4}$,
 $W\frac{1}{2} NW\frac{1}{4}$, $NE\frac{1}{4} NW\frac{1}{4}$
Sec. 18, Lots 1, 2, $SE\frac{1}{2}$, $SE\frac{1}{4} NE\frac{1}{4}$
Sec. 20, $W\frac{1}{2} NW\frac{1}{4}$

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

TRACT No. 5

State of New Mexico	T 30 N, R 36 E N. M. P. M.	3,399.95 acres
	Sec. 2, Lots 1, 2, 4, $S\frac{1}{2} SW\frac{1}{2}$, $S\frac{1}{2} SE\frac{1}{2}$	
	Sec. 12, $NE\frac{1}{4} SE\frac{1}{4}$, $S\frac{1}{2} SE\frac{1}{4}$	
	Sec. 13, $N\frac{1}{2}$, $SW\frac{1}{4}$, $N\frac{1}{2} SE\frac{1}{4}$, $SW\frac{1}{4} SE\frac{1}{4}$	
	Sec. 14, $E\frac{1}{2}$	
	Sec. 16, All	
	Sec. 21, $N\frac{1}{2}$, $SE\frac{1}{4}$, $N\frac{1}{2} SW\frac{1}{4}$, $SW\frac{1}{4} SW\frac{1}{4}$	
	Sec. 23, $NE\frac{1}{4}$	
Sec. 24, $SE\frac{1}{4} NE\frac{1}{4}$, $N\frac{1}{2} NW\frac{1}{4}$		

T 30 N, R 37 E N. M. P. M.
Sec. 19, $S\frac{1}{2}$, $NE\frac{1}{4}$, $SE\frac{1}{4} NW\frac{1}{4}$, and Lot 2

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

TRACT No. 6

State of New Mexico	T 31 N, R 36 E N. M. P. M.	40.00 acres
	Sec. 36, $NW\frac{1}{4} NE\frac{1}{4}$	

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

TRACT No. 7

State of New Mexico	T 31 N, R 36 E N. M. P. M.	40.00 acres
	Sec. 36, $SW\frac{1}{4} NE\frac{1}{4}$	

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

TRACT No. 8

State of New Mexico T 31 N, R 36 E N. M. P. M. 40.00 acres
Sec. 36, NE $\frac{1}{4}$ SE $\frac{1}{4}$

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

TRACT No. 9

State of New Mexico T 31 N, R 37 E N. M. P. M. 40.00 acres
Sec. 32, NW $\frac{1}{4}$ NE $\frac{1}{4}$

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

TRACT No. 10

State of New Mexico T 31 N, R 37 E N. M. P. M. 40.00 acres
Sec. 32, SW $\frac{1}{4}$ NE $\frac{1}{4}$

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

TRACT No. 11

U. S. A. T 32 N, R 37 E N. M. P. M. 2,403.17 acres
Sec. 31, All

Santa Fe T 31 N, R 37 E N. M. P. M.
077551 Sec. 5, Lots 1, 2, 3, 4, 5, 6, 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$,
W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 6, Lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 7, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1 and 2
Sec. 8, Lots 1, 2, 3, 4, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 17, Lot 1

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

TRACT No. 12

U. S. A. T 31 N, R 36 E N. M. P. M. 1,301.24 acres
Sec. 1, Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Santa Fe Sec. 11, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
077549 Sec. 12, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1, 2 and 3
Sec. 23, SE $\frac{1}{4}$ SE $\frac{1}{4}$

TRACT No. 12 - continued

Sec. 24, SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Sec. 25, S $\frac{1}{2}$ NW $\frac{1}{4}$
 Sec. 26, E $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
 Sec. 27, W $\frac{1}{2}$ NW $\frac{1}{4}$

Basic Royalty Owner: United States of America
 Overriding Royalty :
 Working Int. Owner : The Pure Oil Company

All
 None
 All

TRACT No. 13

U. S. A.

Santa Fe
 077550

T 31 N, R 36 E N. M. P. M.
 Sec. 25, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 26, SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 34, N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
 Sec. 35, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$

2,383.28 acres

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

T 30 N, R 36 E N. M. P. M.
 Sec. 1, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
 Sec. 3, Lots 1, 2 and 4
 Sec. 11, SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 12, NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

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

Basic Royalty Owner: United States of America
 Overriding Royalty :
 Working Int. Owner : (a) The Pure Oil Company

All
 None
 All

TRACT No. 14

U. S. A.

Santa Fe
 077570

T 31 N, R 36 E N. M. P. M.
 Sec. 34, SW $\frac{1}{4}$ SE $\frac{1}{4}$

240.00 acres

T 30 N, R 36 E N. M. P. M.
 Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$
 Sec. 10, N $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 11, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Basic Royalty Owner: United States of America
 Overriding Royalty :
 Working Int. Owner : (a) The Pure Oil Company

All
 None
 All

TRACT No. 15

U. S. A.

T 30 N, R 36 E N. M. P. M.
 Sec. 9, S $\frac{1}{2}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$
 Sec. 10, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

2,180.00 acres

TRACT No. 15 - continued

Santa Fe
077548

Sec. 14, $\frac{1}{2}$
Sec. 15, All
Sec. 22, $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 23, $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 24, S $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

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

TRACT No. 16

William B. Lum

T 31 N, R 36 E N. M. P. M. 320.00 acres
Sec. 1, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

T 31 N, R 37 E N. M. P. M.
Sec. 6, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 7, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Basic Royalty Owner: William B. Lum All
Lola L. Lum, his wife
Overriding Royalty : None
Working Int. Owner : The Pure Oil Company All

TRACT No. 17

Arthur D.
Fitzgerald

T 31 N, R 36 E N. M. P. M. 40.00 acres
Sec. 12, NE $\frac{1}{4}$ NE $\frac{1}{4}$

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

TRACT No. 18

Joseph Lee McDade
et al

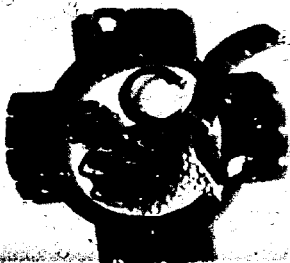
T 31 N, R 37 E N. M. P. M. 1,080.00 acres
Sec. 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 8, S $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 17, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 18, E $\frac{1}{2}$
Sec. 19, N $\frac{1}{2}$ NE $\frac{1}{4}$
Sec. 20, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Basic Royalty Owner: Joseph Lee McDade & Viola McDade, his wife) 1/8
Oliver McDade

Geo. H. Wiggins & Margaret Wiggins, his wife) 7/8
James A. Wiggins

Sec. 17, NW $\frac{1}{4}$ NW $\frac{1}{4}$

Basic Royalty Owners: Joseph Lee McDade & Viola McDade, his wife) 1/8
Oliver McDade



TRACT No. 18 - continued

Geo. H. Wiggins & Margaret Wiggins, his wife) 13/16
James A. Wiggins

Lysle W. Jacobs & Lela B. Jacobs, his wife 1/16

Sec. 17, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 20, NW $\frac{1}{4}$ NW $\frac{1}{4}$

Basic Royalty Owner: Joseph Lee McDade & Viola McDade, wife) 1/8
Oliver McDade

Geo. H. Wiggins & Margaret Wiggins, wife) 3/8
James A. Wiggins

C. M. Hughes & Helen E. Hughes, wife) 1/2

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

TRACT No. 19

Cordie Wiggins T 31 N, R 36 E N. M. P. M. 1,537.60 acres
Sec. 1, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 3 and 4
Sec. 12, Lot 4, NE $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Sec. 13, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Sec. 25, NE $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

T 31 N, R 37 E N. M. P. M.
Sec. 7, S $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 18, W $\frac{1}{2}$
Sec. 31, NE $\frac{1}{4}$ S $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{4}$

T 30 N, R 37 E N. M. P. M.
Sec. 6, Lots 3 and 4

Basic Royalty Owner: Cordie Wiggins All
Overriding Royalty : None
Working Int. Owner : The Pure Oil Company All

TRACT No. 20

Joseph Lee McDade, et al T 31 N, R 37 E N. M. P. M. 763.82 acres
Sec. 8, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 17, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 2, 3, 4 and W $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 20, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 1, 2, 3, W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
and SW $\frac{1}{4}$

Basic Royalty Owner: Joseph Lee McDade & Viola McDade, wife) 1/8
Oliver McDade

Geo. H. Wiggins & Margaret Wiggins, wife) 7/8
James A. Wiggins

Sec. 17, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Sec. 20, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, and Lot 4

Basic Royalty Owner: Joseph Lee McDade & Viola McDade, wife) 1/8
Oliver McDade



TRACT No. 20 - continued

Geo H. Wiggins & Margaret Wiggins, wife) James A. Wiggins	3/8
C. M. Hughes & Helen E. Hughes, wife)	1/2
Overriding Royalty :	None
Working Int. Owner : The Pure Oil Company	All

TRACT No. 21

Loleita Wiggins	T 31 N, R 36 E N. M. P. M. Sec. 13, S $\frac{1}{2}$ NW $\frac{1}{2}$, S $\frac{1}{2}$ Sec. 14, NE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 24, NE $\frac{1}{2}$	1,000.00 acres
	T 31 N, R 37 E N. M. P. M. Sec. 19, NW $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$	
Basic Royalty Owners:	Loleita Wiggins C. R. Board & Mildred N. Board, Wife	1/2 1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 22

Ralph E. Eaton et al	T 31 N, R 36 E N. M. P. M. Sec. 11, N $\frac{1}{2}$ SE $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 12, SW $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 13, NW $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 14, E $\frac{1}{2}$ NE $\frac{1}{2}$	320.00 acres
Basic Royalty Owners:	Bessie H. Ratliff & Jess Ratliff, husband) Grace E. Gilman & Cosier Gilman, husband) Arsena Hawk, Single) Roy Z. Eaton & Margretha Eaton, wife) Zarah W. Hawk, Single) Ralph E. Eaton & Lucille Eaton, wife) James G. Eaton & _____, wife) Thad Z. Eaton & Kathryn Eaton, wife)	1/2
	Cordie Wiggins	1/2
	Sec. 11, SW $\frac{1}{2}$ SE $\frac{1}{2}$	
Basic Royalty Owners:	Eaton Heirs (Same as above) Hobart Quimby & Katherine Quimby, wife	1/2 1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 23

Hobart Quimby	T 31 N, R 36 E N. M. P. M. Sec. 11, SW $\frac{1}{2}$ Sec. 14, W $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ NW $\frac{1}{2}$	280.00 acres
Basic Royalty Owners:	Bessie H. Ratliff & Jess Ratliff, husband) Grace E. Gilman & Cosier Gilman, husband)	

TRACT No. 23 - continued

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

TRACT No. 24

Hobart Quimby	T 31 N, R 36 E N. M. P. M. Sec. 14, W $\frac{1}{2}$ NW $\frac{1}{2}$, SE $\frac{1}{2}$ NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 23, E $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 24, NW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$	640.00 acres
Basic Royalty Owner:	Hobart Quimby & Katherine Quimby, wife Estate of Belle Stone Barry (Unleased)	1/2 1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	1/2

TRACT No. 25

Charles C. Grimes	T 31 N, R 36 E N. M. P. M. Sec. 14, S $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 22, E $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 23, W $\frac{1}{2}$ NE $\frac{1}{2}$, W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 26, W $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$ Sec. 27, NE $\frac{1}{2}$ NE $\frac{1}{2}$	330.00 acres
Basic Royalty Owner:	Charles C. Grimes & Hanna T. Grimes, wife Chas. H. Potter & Mary E. Potter, wife C. R. Board & Mildred N. Board, wife E. P. Hunter & Lamorah A. Hunter, wife	1/2 1/4 9/40 1/40
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 26

Nancy M. Potter	T 31 N, R 36 E N. M. P. M. Sec. 27, W $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{2}$, S $\frac{1}{2}$	520.00 acres
Basic Royalty Owner:	Nancy M. Potter	All
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 27

T 31 N, R 36 E	N. M. P. M.	160.00 acres
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TRACT No. 27 - continued

Chas. H. Potter	Sec. 24, E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 25, N $\frac{1}{2}$ NW $\frac{1}{4}$	
Basic Royalty Owner:	Chas. H. Potter & Mary E. Potter, wife C. R. Board & Mildred N. Board, wife	1/2 1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 28

Cordie Wiggins	T 31 N, R 36 E Sec. 25, S $\frac{1}{2}$ NE $\frac{1}{4}$	N. M. P. M.	80.00 acres
Basic Royalty Owner:	Cordie Wiggins Hettie Doppler		1/2 1/2
Overriding Royalty :			None
Working Int. Owner :	The Pure Oil Company		All

TRACT No. 29

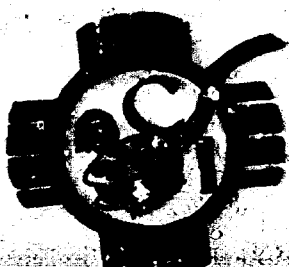
Geo. H. Wiggins	T 31 N, R 36 E Sec. 24, SE $\frac{1}{4}$	N. M. P. M.	640.00 acres
	T 31 N, R 37 E Sec. 19, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 30, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 31, N $\frac{1}{2}$ N $\frac{1}{2}$	N. M. P. M.	
Basic Royalty Owner:	Geo. H. Wiggins & Margaret Wiggins, wife General American Life Insurance Company		1/2 1/2
Overriding Royalty :			None
Working Int. Owner :	The Pure Oil Company		All

TRACT No. 30

Gertrude Potter Lenhart	T 31 N, R 37 E Sec. 29, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 30, NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	N. M. P. M.	520.00 acres
Basic Royalty Owner:	Gertrude Potter Lenhart & John Lenhart, husband) Geo. H. Wiggins & Margaret Wiggins, wife Charles P. Talbot & Vesta M. Talbot, wife C. H. Frisbie & Edna Frisbie, wife John C. Johnson & Nettie E. Johnson, wife R. J. French & Ruby French, wife		1/4 1/2 1/30 1/30 3/20 1/30
Overriding Royalty :			None
Working Int. Owner :	The Pure Oil Company		All

TRACT No. 31

T 31 N, R 37 E	N. M. P. M.	629.59 acres
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TRACT No. 1 - continued

Ed Lord

Sec. 29, Lots 1, 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 30, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 32, NW $\frac{1}{4}$

Basic Royalty Owner:	Ross Labrier & Ina K. Labrier, wife)	1/2
	Shirley Labrier & Kathleen Labrier, wife)	
	Ed Lord & Zadia E. Lord, wife	1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 32

John Lenhart

T 31 N, R 37 E N. M. P. M.
Sec. 31, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

280.00 acres

Basic Royalty Owner:	John Lenhart & Gertrude Potter Lenhart, wife	1/4
	Charles P. Talbot & Vesta M. Talbot, wife	1/30
	John C. Johnson & Nettie E. Johnson, wife	3/20
	R. J. French & Ruby French, wife	1/30
	J. H. Frisbie & Edna Frisbie, wife	1/30
	L. B. Sayre & Vera Sayre, wife)	1/2
	John C. Johnson & Nettie E. Johnson, wife)	
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 33

Roy Parham

T 31 N, R 37 E N. M. P. M.
Sec. 32, Lots 3, 4, W $\frac{1}{2}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$

285.56 acres

Basic Royalty Owner:	Roy P. Parham & Gertrude Parham, wife	1/2
	Hobart Quimby & Katherine Quimby, wife	1/2
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

TRACT No. 34

The Federal Land
Bank of Wichita

T 30 N, R 36 E N. M. P. M.
Sec. 1, Lots 1, 2, 3, & SE $\frac{1}{4}$ NW $\frac{1}{4}$

483.60 acres

T 30 N, R 37 E N. M. P. M.
Sec. 5, Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 6, Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Basic Royalty Owner:	John C. Johnson & Nettie E. Johnson, wife)	3/4
	L. B. Sayre & Vera Sayre, wife)	
	The Federal Land Bank of Wichita	1/4
	Wichita, Kansas	
Overriding Royalty :		None
Working Int. Owner :	The Pure Oil Company	All

W.N.M.C.F. MICROGRAPHICS



TRACT No. 35

Chas. H. Potter T 30 N, R 37 E, N. M. P. M. 957.13 Acres
 Sec. 5, Lots 1, 2, 3, 5, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
 E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 6, Lots 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 8, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Basic Royalty Owner: Chas. H. Potter & Mary E. Potter, wife 1/2
 C. R. Board & Mildred N. Board, wife 5/24
 John C. Johnson & Nettie E. Johnson, wife 1/4
 E. P. Hunter & Lamorah A. Hunter, wife 1/24

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

TRACT No. 36

Chas. H. Potter T 30 N, R 37 E N. M. P. M. 240.00 acres
 Sec. 7, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
 Sec. 8, N $\frac{1}{2}$ NW $\frac{1}{4}$

Basic Royalty Owner: Chas. H. Potter & Mary E. Potter, wife 1/4
 Gertrude Potter Lenhart & John Lenhart, husb. 1/4
 Charles P. Talbot & Vesta M. Talbot, wife 1/30
 John C. Johnson & Nettie E. Johnson, wife 3/20
 R. J. French & Ruby French, wife 1/30
 J. H. Frisbie & Edna Frisbie, wife 1/30
 C. R. Board & Mildred N. Board, wife 1/4

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

TRACT No. 37

Raymond Huff T 30 N, R 36 E N. M. P. M. 120.00 acres
 Sec. 24, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

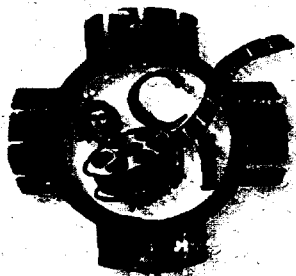
Basic Royalty Owner: Raymond Huff & Venny Leal Huff, his wife All
 Overriding Royalty : None
 Working Int. Owner : The Pure Oil Company All

TRACT No. 38

Raymond Huff T 30 N, R 36 E N. M. P. M. 1,076.59 acres
 Sec. 13, SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 23, S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
 Sec. 24, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$

T 30 N, R 37 E N. M. P. M.
 Sec. 7, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 8, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Sec. 18, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
 Sec. 19, N $\frac{1}{2}$ NW $\frac{1}{4}$

Basic Royalty Owner: Raymond Huff & Venny Leal Huff, wife All
 Overriding Royalty : None
 Working Int. Owner : The Pure Oil Company All



TRACT No. 39

Odelle Harris T 31 N, R 36 E N. M. P. M. 2,159.75 acres
 Sec. 34, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 35, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

T 30 N, R 36 E N. M. P. M.
 Sec. 1, Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Sec. 2, Lot 3, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$
 Sec. 3, Lot 3, S $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 9, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
 Sec. 10, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
 Sec. 22, S $\frac{1}{2}$ N $\frac{1}{2}$

Basic Royalty Owner: Odelle Harris & Elizabeth Harris, wife) 3/4
 Williard Harris & Mary Harris, wife)
 Samuel C. Gillespie 1/4

Sec. 11, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 12, N $\frac{1}{2}$ SW $\frac{1}{4}$
 Sec. 22, N $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 23, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Basic Royalty Owner: Odelle Harris & Eliz. Harris, wife) 3/4
 Williard Harris and Mary Harris, wife)
 Thomas B. Gillespie and Elma M. Gillespie, his wife 1/4
 Overriding Royalty : None
 Working Int. Owner : The Pure Oil Company All

TRACT No. 40

Chas. H. Potter T 30 N, R 36 E N. M. P. M. 320.00 acres
 Sec. 1, SW $\frac{1}{4}$
 Sec. 12, NW $\frac{1}{4}$

Basic Royalty Owner: Chas. H. Potter & Mary E. Potter, wife 1/4
 Alonzo E. Allgren & Eva L. Allgren, wife 1/2
 C. R. Board & Mildred N. Board, wife 1/4
 Overriding Royalty : None
 Working Int. Owner : The Pure Oil Company All

TRACT No. 41

Ralph E. Eaton T 30 N, R 36 E N. M. P. M. 440.00 acres
 et al Sec. 3, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 4, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
 Sec. 10, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Basic Royalty Owner: Bessie H. Ratliff & Jess Ratliff, husband)
 Grace E. Gilman & Corlier Gilman, husband)
 Arsenia Hawk, single)
 Roy Z. Eaton & Margretha Eaton, wife)
 Zarah W. Hawk, single) All
 Ralph E. Eaton & Lucille Eaton, wife)
 James G. Eaton & , wife)
 Thad Z. Eaton & Kathryn Eaton, wife)
 Overriding Royalty : None
 Working Int. Owner : The Pure Oil Company All

TRACT No. 42

Joseph Lee McDade T 30 N, R 36 E N. M. P. M. 40.00 acres
Sec. 21, SE $\frac{1}{2}$ SW $\frac{1}{2}$

Basic Royalty Owners: Joseph Lee McDade & Viola McDade, wife)
Oliver McDade) All
Overriding Royalty : None
Working Int. Owner : The Pure Oil Company All

TRACT No. 43

C. R. Board T 31 N, R 36 E N. M. P. M. 39.09 acres
Sec. 12, 18.72 acre tract in NW $\frac{1}{4}$

T 31 N, R 37 E N. M. P. M.
Sec. 7, 20.37 acre tract in SW $\frac{1}{4}$ MW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

Basic Royalty Owner: C. R. Board and Mildred N. Board, wife All
Overriding Royalty : None
Working Int. Owner : The Pure Oil Company All

TRACT No. 44

Odelle Harris T 30 N, R 36 E N. M. P. M. 80.00 acres
et al Sec. 9, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Basic Royalty Owners: Odelle Harris & Elizabeth Harris, wife)
Williard Harris & Mary Harris, wife) All
Overriding Royalty : None
Working Int. Owner : The Pure Oil Company All

TRACT No. 45

Jacob M. Rutledge T 31 N, R 36 E N. M. P. M. 40.00 acres
Sec. 11, NW $\frac{1}{4}$ NW $\frac{1}{4}$

Basic Royalty Owners: Jacob M. Rutledge & Nellie G. Rutledge, wife All
Overriding Royalty : None
Working Int. Owner : The Pure Oil Company All

TRACT No. 46

State of T 31 N, R 37 E N. M. P. M. 40.00 acres
New Mexico Sec. 5, NW $\frac{1}{4}$ SE $\frac{1}{4}$

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

W.N.M.C.F. MICROGRAPHICS



TRACT No. 47

State of T 31 N, R 36 E N. M. P. M. 40.00 acres
New Mexico Sec. 36, NE $\frac{1}{4}$ NE $\frac{1}{4}$

Basic Royalty Owner: State of New Mexico All
Overriding Royalty : None
Working Int. Owner : H. C. Collister All

TRACT No. 48

State of T 31 N, R 36 E N. M. P. M. 40.00 acres
New Mexico Sec. 36, SE $\frac{1}{4}$ NE $\frac{1}{4}$

Basic Royalty Owner: State of New Mexico All
Overriding Royalty : None
Working Int. Owner : F. H. Brierton All

TRACT No. 49

State of T 32 N, R 37 E N. M. P. M. 40.00 acres
New Mexico Sec. 32, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Basic Royalty Owner: State of New Mexico All
Overriding Royalty : None
Working Int. Owner : Ellis Lafferty All

TRACT No. 50

State of T 31 N, R 37 E N. M. P. M. 40.00 acres
New Mexico Sec. 5, NE $\frac{1}{4}$ SW $\frac{1}{4}$

Basic Royalty Owner: State of New Mexico All
Overriding Royalty : None
Working Int. Owner : Charles S. Rexford All

TRACT No. 51

State of T 30 N, R 37 E N. M. P. M. 40.00 acres
New Mexico Sec. 18, SW $\frac{1}{4}$ NE $\frac{1}{4}$

Basic Royalty Owner: State of New Mexico All
Overriding Royalty : None
Working Int. Owner : Al & Virginia Andreano All

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

M.

W.N.M.C.F. MICROGRAPHICS



STATE OF New Mexico
COUNTY OF Union

BE IT REMEMBERED, that on the 20 day of April, A.D. 1946 before me, a Notary Public, in and for said County and State, personally appeared William R. Lum and Lola L. Lum husband and wife.

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

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

[Signature]
Notary Public



being situated in Union County, New Mexico, and designed to be a part of the Agreement as Tract No. 17, in which the Working Interest is owned by PANY.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and seal opposite his, her or its signature:

Date April 15, 1946 1946
Date April 15, 1946 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946

STATE OF TEXAS
COUNTY OF HARRIS ss

BE IT REMEMBERED, That on this 15th day of April A.D. 1946,
Public, in and for said County and State personally appeared ARTHUR H. FITZGERALD and
PAULINE E. FITZGERALD, his wife

the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official seal and signature at this place, this 15th day of April, 1946.
My commission expires June 1st 1947



Page 17, B/L and
Page 18, B/L and
Page 19, B/L and

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 18, in which the Working Interest Rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date	April 13, 1946	Joseph Lee McDade
Date	April 13, 1946	Viola McDade
Date	April 13, 1946	Oliver McDade
Date	April 13, 1946	Geo. H. Wiggins
Date	April 13, 1946	Margaret Wiggins
	April 13, 1946	James A. Wiggins

STATE OF New Mexico } ss
COUNTY OF Union

BE IT REMEMBERED, That on this 13th day of April A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared Joseph Lee McDade and Viola McDade, husband and wife; Oliver McDade, a single man; Geo. H. Wiggins and Margaret Wiggins, husband and wife; James A. Wiggins, a single man so as known to be the identical person as described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 11, in which the Working Interest rights are owned by THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date	April 8	1946	<i>Lyle B. Jacobs</i>
Date	April 8	1946	<i>Lyle B. Jacobs</i>
Date		1946	
Date		1946	
Date		1946	

STATE OF California
COUNTY OF Riverside ss

BE IT REMEMBERED, That on this 8th day of APRIL, A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared Lyle B. Jacobs and Lyle B. Jacobs, husband and wife

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

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



being situated in Union County, New Mexico, and described in the Agreement as Tract No. 16, in which the Working Interest of the PANY.

IN WITNESS WHEREOF the undersigned has executed this instrument opposite his, her or its signature:

Date April 25, 1946
Date April 25, 1946
Date 1946
Date 1946
Date 1946

STATE OF Oklahoma
COUNTY OF Cimarron } ss

BE IT REMEMBERED, That on this 25th day of April A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared C. M. Hughes and Helen E. Hughes his wife

the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal, this 25th day of April, 1946.
My commission expires August 18th, 1947



DESCRIPTION OF LAND

T 41 N, R 36 E N. M. P. M.
 Sec. 1, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 3 and 4

Sec. 12, Lot 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
 Sec. 13, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
 Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

T 31 N, R 37 E N. M. P. M.
 Sec. 7, S $\frac{1}{2}$ SW $\frac{1}{4}$
 Sec. 18, W $\frac{1}{2}$
 Sec. 31, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$

T 30 N, R 37 E N. M. P. M.
 Sec. 6, Lots 3 and 4

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 19, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date	<u>March 28, 1946</u>	1946	<u>Lordie Wiggins</u>
Date	_____	1946	_____
Date	_____	1946	_____
Date	_____	1946	_____
Date	_____	1946	_____

STATE OF Oklahoma
 COUNTY OF Garfield SS

SE IT REMEMBERED that on 28th day of March A.D. 1946, before me, a Notary Public, in and for said State, personally appeared Lordie Wiggins, a widow



being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 20, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date _____ 1946
Date April 13 1946
Date April 13 1946
Date April 13 1946
Date April 13 1946

Joseph Lee McDade
Viola McDade
Oliver McDade
James A. Wiggins
Margaret Wiggins
James A. Wiggins

STATE OF New Mexico
COUNTY OF Union } ss

BE IT REMEMBERED, That on this 13th day of April, A.D. 1946 before me, a Notary Public, in and for said County and State, personally appeared Joseph Lee McDade and Viola McDade, husband and wife; Oliver McDade, a single man; Geo. H. Wiggins and Margaret Wiggins, husband and wife, James A. Wiggins, a single man to me known to be the identical person, as described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and official seal, the day and year first above written.
Notary Public
May 7, 1946



T 31 N. R 36 E
Sec. 13, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Sec. 14, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Sec. 24, NE $\frac{1}{4}$

H. M. F. M.

T 31 N. R 37 E
Sec. 19, NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$

H. M. F. M.

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 21, in which the Working Interest rights are owned by: THE PUMA OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date March 27, 1946 1946
Date March 27, 1946 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946

Clifford A. Wright
Lola Wiggins

STATE OF New Mexico
COUNTY OF Union SS

BE IT REMEMBERED, That on this 27th day of March A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared G. R. Smith and wife, Richard E. Smith, and Lola Wiggins, all of said County and State, who acknowledged to me that they are the identical persons who executed the same as their own free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 27th day of March A.D. 1946.



Sec. 12, SW 1/4, S4, R2E
 Sec. 13, SW 1/4, S4, R2E
 Sec. 14, SW 1/4, S4, R2E
 Sec. 11, SW 1/4, S2E

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

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date	<u>March 28, 1946</u>	1946	<u>Landon M. Higgins</u>
Date	<u>March 28, 1946</u>	1946	<u>Robert M. Higgins</u>
Date	<u>March 28, 1946</u>	1946	<u>Kathryn Higgins</u>
Date	_____	1946	_____
Date	_____	1946	_____

STATE OF California
 COUNTY OF San Diego

I, Marion A. Higgins, do hereby certify that I am a Notary Public in and for the State of California, and that the foregoing is a true and correct copy of the original instrument filed for record in my office on this 28th day of March, A.D. 1946.



T 3h 3, 2 30 R W. M. R. R.
Sec. 12, SW
Sec. 14, NW 1/4, NE 1/4, NW 1/4

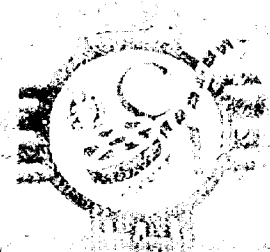
being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 28, in which the Working Interest rights are owned by: THE FORD OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below, opposite his, her or its signature:

Date	<u>March 28, 1946</u>	1946	<u>Robert C. [Signature]</u>
Date	<u>March 28, 1946</u>	1946	<u>W. M. R. R. [Signature]</u>
Date	_____	1946	_____
Date	_____	1946	_____
Date	_____	1946	_____

STATE OF Oklahoma
COUNTY OF Cimarron } 39

BE IT REMEMBERED, That on this 28th day of March A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared Robert C. [Signature] and W. M. R. R. [Signature], known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



being situated in Union County, New Mexico, and containing the same as described in the Agreement as Tract No. 24, in which the Union County, New Mexico, is the owner of the same.

IN WITNESS WHEREOF the undersigned, being duly sworn, have hereunto set their hands and seals opposite his, her or its signature:

Date March 21 1946
Date March 21 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

STATE OF Oklahoma
COUNTY OF Cimarron

BE IT REMEMBERED, That on this 23rd day of March 1946, before me, a Notary Public, in and for said County and State, personally appeared Robert Swinney and Kathryn Swinney husband and wife

the identical person(s) described in and who executed the within and foregoing instrument and acknowledged that he, she or it executed the same as free and voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and official seal, which is hereby written.

My commission expires August 23, 1947

[Signature]



being situated in Union County, New Mexico, and described in Exhibit "B" Attached to said Black Mesa Light Agreement as Tract No. 20, in which the Western Oil and Gas Company is the owner, said Black Mesa Light Agreement.

IN WITNESS WHEREOF, we have signed and affixed our seals to this instrument this day and year set out below opposite his, her or its signature.

Date _____
Date _____
Date _____
Date _____
Date _____

STATE OF Arizona
COUNTY OF Shelby } ss

BE IT REMEMBERED, that on this 12th day of April, A.D. 1946, before me, a Notary

Public, in and for said County and State, personally appeared

Charles C. Grimes and Samuel T. Grimes

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

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, this day and year first above

written.
My Commission expires 9/1/47 Notary



DESCRIPTION OF LAND

T 34 N 24 E 34 E R. M. P. N.

Sec. 14, 34 NW
 Sec. 22, 34 SE
 Sec. 23, 34 NW, 34 SE
 Sec. 26, 34 NW, 34 SE
 Sec. 27, 34 NW

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

IN WITNESS WHEREOF the undersigned has executed this instrument this day and year set out below opposite his, her or its signature:

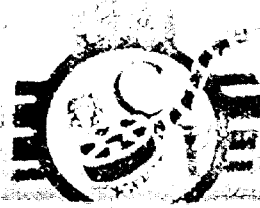
Date April 3, 1946 1946
 Date April 3, 1946 1946
 Date _____ 1946
 Date _____ 1946
 Date _____ 1946

[Signature]
 Lemora A. Hunter

STATE OF OKLAHOMA
 COUNTY OF LEFLORE

BE IT REMEMBERED, That on this 3rd day of April A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared E. P. HUNTER and LAMORAH A. HUNTER, his wife

_____ as known to be the persons whose names are within the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



7 51 P. 2 30 E. N. 1/4 Sec. 27, T. 12 N., R. 12 E., S. 12 E., S. 12 E., S. 12 E.

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Man Unit Agreement as Tract No. 49, in which the Working Interest rights are owned by: THE PUBLIC SERVICE COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date March 22, 1946 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946

Mary M. Kelly
By Anna N. Kelly
Attorney in Fact

STATE OF Oklahoma
COUNTY OF Delaware

BE IT REMEMBERED that on this 22nd day of March, 1946, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Anna N. Kelly, known to me to be the person for Henry H. Porter

the identical person, who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Oklahoma City, Oklahoma, this 22nd day of March, 1946.



being situated in Union County, New Mexico, and described in Exhibit B attached to said Agreement as Tract No. 28, in which the Working Interest is owned by the PANY.

IN WITNESS WHEREOF the undersigned has hereunto set my hand and seal, and the seal of said County, opposite his, her or its signature:

Date March 25 1946 Landre Wiggins
Date April 25 1946 Landre Wiggins
Date _____ 1946 _____
Date _____ 1946 _____
Date _____ 1946 _____

STATE OF New Mexico
COUNTY OF Union ss

BE IT REMEMBERED, That on this 25th day of March A.D. 1946, before me, the undersigned, a Public, in and for said County and State, personally appeared Cordie Wiggins, a Widow,

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and that he was not under any duress, fraud, or undue influence.

IN WITNESS WHEREOF, I have hereunto set my official seal and signature, and the seal of said County, at the City of Santa Fe, New Mexico, this 25th day of March, 1946.



being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said instrument, and which the Working Interest rights are owned by said corporation.

STATE OF MISSOURI

CITY OF ST. LOUIS

On this 7th day of May, 1946, before me appeared J. G. Driscoll, to me personally known, who, being by me duly sworn, did say that he is the Vice President of the GENERAL AMERICAN LIFE INSURANCE COMPANY, and that the seal affixed to the 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. G. Driscoll acknowledged said instrument to be the free act and deed of said corporation.

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

E. J. Whelan

Notary Public in and for the City of St. Louis, Missouri

My commission expires September 10, 1948



...of the development and operation of the Black Mesa Unit Agreement, New Mexico, The Pure Oil Company, an Ohio corporation, and others, dated ... the Black Mesa Unit Agreement and has been, or is to be, recorded in that record, New Mexico, said agreement and the record thereof being by this reference incorporated herein and made a part hereof as effectively as if herein set out in full.

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

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

DESCRIPTION OF LAND

T. 31 N., R. 37 E. N. M. P. M.
Sec. 29, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$
Sec. 30, NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$
NW $\frac{1}{4}$ SW $\frac{1}{4}$



NEW AVAILABLE OCT

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 30, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date	<u>March 28</u>	1946	<u>Paul Quinn Nettie Johnson</u>
Date	<u>March 28</u>	1946	<u>George Wiggins</u>
Date	<u>March 28</u>	1946	<u>Marjorie Wiggins</u>
Date	<u>March 26</u>	1946	<u>Charles P. Talbot & Alta M. Talbot</u>
Date	<u>March 26</u>	1946	<u>John Lambart</u>
	<u>March 26, 1946</u>		<u>Arthur P. Lusk</u>
	<u>March 28, 1946</u>		<u>John George Rudy French</u>
	<u>March 28, 1946</u>		<u>Edna E. French</u>

STATE OF

STATE OF New Mexico

COUNTY OF Union

SS

BE IT REMEMBERED, That on this 28th day of March A.D. 1946, before me a Notary Public, in and for said County and State, personally appeared Charles P. Talbot and wife Vesta E. Talbot, and John Lambart and wife Gertrude Louise Lambart

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

My commission expires Feb 1 - 1948

Notary Public



BEST AVAILABLE COPY

being situated in Union County, New Mexico and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 41, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature.

Date March 28, 1946

Shirley L. Lohr

Date March 28, 1946

Edith L. Lohr

Date March 28, 1946

Edith L. Lohr

Date March 28, 1946

Edith L. Lohr

Date April 6, 1946

Edith L. Lohr

Date April 6, 1946

Zadia E. Lord

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS

BE IT REMEMBERED, That on this 6th day of April, A.D., 1946, before me, a Notary Public, in and for said County and State, personally appeared

Ed Lord and Zadia E. Lord, husband and wife

to me known to be

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

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

My commission expires June 15, 1946

Josephine M. Mendenhall

oil, gas, coal, or other minerals, and to the extent of the same, the Black Mesa Unit Agreement, of any land under its control pursuant to, and in the manner set forth therein, shall be deemed to be performance of all obligations for the development and operation resulting from the terms of any lease or other document which the working interest owner or owners named herein may have with respect to the land hereinafter described, regardless of whether there is any development or operation on the land.

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

DESCRIPTION OF LAND

T 31 N, R 37 E, N. M. P. M.
Sec. 31, 8 1/2 N 1/2, E 1/2 SW 1/4, NW 1/4 SE 1/4



NEW AVAILABLE COPY

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 32, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date March 26 1946 Charles P. Talbot
Date March 26 1946 Vesta M. Talbot
Date March 26 1946 John Lenhart
Date March 26 1946 Gertie Lenhart
Date March 26, 1946 John Lenhart

STATE OF New Mexico
COUNTY OF Union } SS

BE IT REMEMBERED, That on this 26th day of March A.D. 1946, before me, a Notary

Public, in and for said County and State, personally appeared Charles P. Talbot and wife
Vesta M. Talbot, and John Lenhart and wife Gertie Lenhart

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

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

[Signature]
Notary Public

being attached in Union County, New Mexico, and the same is hereby acknowledged as Tract No. 22, in which said Tract is the name of PANY.

IN WITNESS WHEREOF the undersigned, Notary Public, has or has not signed his, her or its signature:

Date _____

Date _____

Date _____

Date _____

Date _____

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, That on this _____ day of _____ 1947, I, _____ Notary Public, in and for said County and State, personally appeared _____ his wife and L. R. Savre and _____

the identical person as described in and who executed the within and foregoing instrument, the instrument being _____ executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and official seal, and the date of my commission written.

My commission expires August 18th, 1947





being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 33, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date <u>March 28</u>	1946	<u>Hobart Quinby</u>
Date <u>March 28</u>	1946	<u>Blair Quinby</u>
Date <u>March 28</u>	1946	<u>John W. Quinby</u>
Date <u>March 28</u>	1946	<u>William Quinby</u>
Date <u>March 28</u>	1946	<u>William Quinby</u>

I, John B. Johnson, of the County of Garrison, State of Oklahoma, do hereby certify that the within and foregoing instrument is a true and correct copy of the original instrument as the same appears from the records of the County of Garrison, State of Oklahoma.

In testimony whereof, I have hereunto set my hand and the seal of said County, at Garrison, Oklahoma, this 14th day of April, 1944.

Notary Public for Oklahoma

My Comm. Expires April 14, 1945

STATE OF Oklahoma
 COUNTY OF Garrison ss

BE IT REMEMBERED, that on this 14th day of April, 1944, before me, a Notary Public, in and for said County and State, personally appeared John B. Johnson and Lucille E. Johnson, and Lawrence and Vere Sayre, husband and wife, known to me to be the legal owners of the within and foregoing instrument, and they acknowledged to me that they executed the within and foregoing instrument for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and the seal of said County, at Garrison, Oklahoma, this 14th day of April, 1944.

Notary Public for Oklahoma



The undersigned hereby further agrees that the development and operation by the Unit Operator of any land included in the Black Mesa Unit Agreement shall be deemed a full performance of all obligations for the development and operation of any lease or other document with respect to the land hereinafter described, whether there is any development or operation of the land hereinafter described or whether there is any development or operation of the land.

The undersigned further agrees that any payment due him, her, or it on account of the production of oil or gas or of the production of oil or gas and of the production of oil or gas and of the production of oil or gas shall be allocated, computed, and paid or delivered on the basis provided in said Black Mesa Unit Agreement and that payment or delivery by the Unit Operator of such amounts so computed shall be deemed to be payment or delivery under the terms of any lease or other document which the undersigned has executed or hereinafter executes below with respect to the land hereinafter described, of any amounts due the undersigned on account of the production of oil or gas or of the production of oil or gas and of the production of oil or gas or of the production of oil or gas.

DESCRIPTION OF LAND

T 30 N, R 57 E N. M. P. M.
 Sec. 5, Lots 1, 2, 3, 6, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
 E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 6, Lots 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 7, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, and W $\frac{1}{2}$ SE $\frac{1}{4}$
 Sec. 8, NW $\frac{1}{4}$ SW $\frac{1}{4}$

being situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit Agreement as Tract No. 35, in which the Working Interest rights are owned by: THE PURE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below opposite his, her or its signature:

Date	April 3	1946	<i>Oliver F. Tilden, Trustee</i>
Date	March 28	1946	<i>Charles R. Tilden</i>
Date	March 28	1946	<i>Charles R. Tilden</i>
Date	March 28	1946	<i>Charles R. Tilden</i>
Date	April 3	1946	<i>Charles R. Tilden</i>



being situated in Union County, New Mexico, and designated in Exhibit "B" attached to the Lease and Royalty Agreement as Tract No. 56, in which the Working Interest rights are owned by the LAND RANCH COMPANY, INC., a corporation of the State of Oklahoma.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and date first above written, at the County of Cimarron, State of Oklahoma, opposite his, her or its signature:

Date	<u>March 26</u>	1946	<u>Albert J. Johnson</u>
Date	<u>March 28</u>	1946	<u>Charles H. Potter</u>
Date		1946	<u>John H. Frisbie</u>
Date	<u>March 26</u>	1946	<u>Charles R. French</u>
Date	<u>March 26</u>	1946	<u>John H. Frisbie</u>
	<u>March 26, 1946</u>		<u>Bertine Potter Lentz</u>
	<u>March 28, 1946</u>		<u>Agnes French</u>
STATE OF	<u>Oklahoma</u>		<u>March 28, 1946</u>
COUNTY OF	<u>Cimarron</u>		<u>Chas H Potter</u>
			<u>March 28, 1946</u>
			<u>John H Frisbie</u>
			<u>Edna Frisbie</u>

BE IT REMEMBERED, That on this 28th day of March A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared John G. Johnson and Nettie E. Johnson, his wife; Chas H. Potter and Mary E. Potter, his wife; R.J. French and Ruby French, his wife; J.H. Frisbie and Edna Frisbie, his wife who acknowledged to me that they are the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

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

My commission expires August 18th, 1947

CR Bond

being situated in Union County, New Mexico, and designated as Tract No. 11, in which the Working Interest of the PANY.

IN WITNESS WHEREOF the undersigned has signed this instrument
opposite his, her or its signature:

Date April 1st, 1946
Date April 1st, 1946
Date 1946
Date 1946
Date 1946

STATE OF New Mexico
COUNTY OF Union

BE IT REMEMBERED that on this day of April, 1946, before me, the undersigned, a Notary Public, in and for the State of New Mexico, personally appeared the undersigned, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires May 1, 1947



Black Mesa Unit
THE PURE OIL COM.

day and year set out below

67
1/15/67

Station No. 100000

see below on the
last page

U.S. GEOLOGICAL SURVEY



Sec. 1, Lot 1 and SW 1/4 NW 2
 Sec. 2, Lot 1, S 1/2 NW 2, and NE 1/4 NW 2
 Sec. 3, Lot 1, S 1/2 NW 2, and NE 1/4 NW 2
 Sec. 4, SW 1/4 NW 2, SE 1/4 NW 2
 Sec. 10, S 1/2 NW 2, SW 1/4 NW 2
 Sec. 21, NW 1/4 NW 2, SE 1/4 NW 2, NE 1/4 NW 2
 Sec. 22, NW 1/4 NW 2
 Sec. 23, NW 1/4 NW 2
 Sec. 24, NW 1/4 NW 2, NE 1/4 NW 2

is situated in Union County, New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit
 in the Trust No. 1, in which the Working Interest rights are owned by: THE PURE OIL COM.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year set out below

<i>Thomas B. Sullivan</i>	1946	<i>Thomas B. Sullivan</i>
<i>James M. Sullivan</i>	1946	<i>James M. Sullivan</i>
<i>James M. Sullivan</i>	1946	<i>James M. Sullivan</i>
<i>James M. Sullivan</i>	1946	<i>James M. Sullivan</i>
<i>James M. Sullivan</i>	1946	<i>James M. Sullivan</i>



Notary Public
for Oklahoma
State

IN WITNESS WHEREOF,
opposite this _____

Date March 21 1945
Date March 21 1945
Date March 21 1945
Date March 21 1945
Date March 28 1945

[Handwritten signatures]

STATE OF Oklahoma
COUNTY OF Ottawa ss

BE IT REMEMBERED, That on the 28th day of March A.D. 1945, I, _____
Public, in and for said County and State, personally appeared John E. Foster and Mary E. Foster
husband and wife

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

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

My commission expires August 18th, 1947

[Handwritten signature] Notary Public



That on this 28th day of March A.D., 1946, before me,
C. R. [illegible], in and for said County and State, personally appeared C. R.
[illegible] and [illegible], husband and wife to me known to be the identical
persons who executed the within and foregoing instrument
and that they executed the same as their free and voluntary
act and purpose therein set forth.

I have hereunto set my official signature and
the day and year first above written.

Notary Public
March 28th, 1947

[Handwritten Signature]
Notary Public

Witness my hand and seal this 28th day of March, 1946, before me, a Notary
Public in and for said County and State, and the said [illegible] and [illegible]

STATE OF New Mexico
COUNTY OF Union ss:

BE IT REMEMBERED, That on this 13th day of March, 1920, before me, a
Public in and for said County and State, personally appeared Oliver M. Wade
husband and wife; Oliver M. Wade, a single man.

person as described, and
the same as Oliver M. Wade.

WITNESS WHEREOF

My commission expires



being situated in Union County, New Mexico and designated by the
Agreement as Tract No. 1, is hereby being conveyed to the
PANY.

IN WITNESS WHEREOF the undersigned has hereunto set
opposite his hand and seal of office.

Date _____ 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946
Date _____ 1946

STATE OF Oklahoma
COUNTY OF Adair

BE IT REMEMBERED, That on this 23rd day of March,
1946, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared
Hughes and wife

the identical person or persons in and who acknowledged to
execute the foregoing instrument, and the same being acknowledged to be
the act and deed of the said person or persons, I, the undersigned, a Notary Public,
in and for said County and State, have hereunto set my hand and seal of office.





BEST AVAILABLE COPY

...in the State of New Mexico, and designated in Exhibit "B" attached to said Black Mesa Unit ... in which the Working-Interest rights are owned by: THE PURE OIL COM-

... WHEREBY the undersigned has executed this instrument the day and year set out below

<i>[Signature]</i>	1944	<i>[Signature]</i>
<i>[Signature]</i>	1944	<i>[Signature]</i>
<i>[Signature]</i>	1944	<i>[Signature]</i>
<i>[Signature]</i>	1946	<i>Mary Harris</i>
<i>[Signature]</i>	1946	

... A.D. 1946 before me a Notary ... and with Elizabeth Harris

... to me known to be ...

being acknowledged by me, W. J. [illegible]
Agent, on this 15th day of June, 1925
at St. Louis, Mo.
Witness my hand and seal of office.
Date June 15, 1925
Date June 15, 1925
Date June 15, 1925
Date June 15, 1925
Date June 15, 1925

STATE OF Missouri
COUNTY OF St. Louis

BE IT REMEMBERED, That on this 15th day of June, 1925
Public in and for said County and State personally appeared W. J. [illegible]
Agent
the said Agent
and he acknowledged to me, the undersigned, a Notary Public in and for said County and State, that he executed the foregoing instrument for the purposes and consideration therein expressed.
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at St. Louis, Mo. this 15th day of June, 1925.



... funds being damaged as much as it is

the said Black Mass Unit Agreement, being lands also

TRAC NO. 14

1986-1987

100-443887-100

100-10-283
100-22-1044

does hereby consent to the inclusion of the lands hereinabove listed within said unit area and does hereby enter the act of this date in the Company in committing said lands to the Black Mesa Unit Agreement.

WITNESS the members of the jury this 17 day of October 1941

Edmund R. Kennedy

Marit L. Gordon

In the presence of:

J. L. Lander



THE BOARD OF DIRECTORS OF THE
AMERICAN RED CROSS
HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF
THE SUM OF \$100.00
FOR THE PURPOSE OF THE AMERICAN RED CROSS
AND TO CERTIFY THAT THE SAME HAS BEEN
PAID TO THE AMERICAN RED CROSS
ON THE 10th DAY OF APRIL 1946

Chas. H. Board
President
Miss M. G. Board
Secretary

BY THE AMERICAN RED CROSS
John H. Board
Treasurer



does hereby consent to the inclusion of the lands hereinabove last described within said unit area and does hereby ratify the act of the said The Pure Oil Company in committing said lands to the Black Mesa Unit Agreement.

WITNESS the execution hereof this 1st day of April, 1944.

Cordelia Montemayor
Cordelia Montemayor

In the presence of:

[Signature]
[Signature]



the said [illegible] [illegible]

[illegible text block]

does hereby consent to the inclusion of the lands [illegible] within said unit area and does hereby certify that the [illegible] Company in committing said lands to the Black Mesa [illegible]

WITNESS the execution hereof this 14th day of April 1941

[Signature]
[Signature]

In the presence of:

[Signature]
[Signature]



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

Dear Sir:

Attached is a copy of the Black Mesa Unit Agreement, which includes a map outlining an area of 32,510.36 acres in Arizona, Sections 30, 31 and 32 North, Ranges 36 and 37 East, Union County, Arizona, Mexico.

This area has been designated by the Department of Interior, Washington, D. C., as a logical area for exploration and development as a unit of any oil or gas deposits which may be discovered in the proposed unit area. The Pure Oil Company has under lease, or is about to lease, 32,510.36 acres, or 98.11%.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six months after final approval of the Unit Agreement. You own an oil and gas lease on the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5-31N-37E, which you have been unwilling to sell to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indicate your refusal by signing this letter and returning it to this office, together with the enclosed agreement.

Please give this your prompt attention.

Very truly yours,

THE PURE OIL COMPANY

By 
J. D. Monitt.

Received copy of Black Mesa Unit Agreement. I do not desire to execute the Unit Agreement submitted.



3/29/1946
Date.



This area has been designated by the Department of Interior, Washington, D. C., as a logical area for exploration and development of a unit of any oil or gas deposits which may be discovered. Of this proposed unit area the Pure Oil Company has under lease, or committed to lease, 32,510.36 acres, or 75.14%.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six months after final approval of the Unit Agreement. You own an undivided one-half interest (unless) in the W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Sec. 14, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 23, and SW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 24, Twp. 31 North, Rge. 36 East, which you have been unwilling to lease to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indicate your refusal by signing this letter and returning it to this office, together with the enclosed agreement.



Please give this your prompt attention.

Yours very truly,

THE PURE OIL COMPANY

By 
J. D. McRutt.

Received copy of Black Mesa Unit Agreement. We do not desire to execute the Unit Agreement submitted.


David Barry, Jr.

Mrs. David Barry, Jr.

Address

Date.

ALL AGREEMENTS CONTINGENT UPON STRIKES, LOCK-OUTS, OR ACTS OF THE GOVERNMENT AND CARRIERS, AND ALL OTHER CAUSES BEYOND OUR CONTROL.



Black Mesa

Attached is a copy of the Black Mesa Unit Agreement, which includes a unit plan for an area of 32,510.36 acres in Sections 30, 31 and 32, Range 36 and 37 East, Union County, New Mexico.

This area has been designated by the Department of Interior, Washington, D. C., as a logical area for exploration and development as a unit of any oil or gas deposits which may be discovered. Of this proposed unit area the Pure Oil Company has under lease, or committed to lease, 32,510.36 acres, or 98.14%.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six months after final approval of the Unit Agreement. You own an oil and gas lease on the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36-31N-36E, which you have been unwilling to sell to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indicate your refusal by signing this letter and returning it to this office, together with the enclosed agreement.


Please give this your prompt attention.

Very truly yours,

THE PURE OIL COMPANY

By 
J. D. McNutt.

Received copy of Black Mesa Unit Agreement. I do not desire to execute the Unit Agreement submitted.


1495 S. Elm St. Apt. 2
Albuquerque, N.M.
Address

27 March 1946
Date.

ALL QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.
THIS AGREEMENT IS THE PROPERTY OF THE GOVERNMENT AND CARRIES, AND ALL OTHER COPIES ARE UNDER ITS CONTROL.



March 22, 1946

Mr. Ellis Lafferty
4002 Madison Street
Chicago, Illinois

Dear Sir:

Attached is a copy of the Black Horse Unit Agreement, which includes a map outlining an area of 22,210.30 acres in Township 20, N1 and 22 North, Range 22 and 27 East, T12N Range, New Mexico.

This area has been designated by the Department of Interior, Washington, D.C., as a potential area for exploration and development as a unit of any oil or gas deposits which may be discovered. At this proposed unit area The Pure Oil Company has made loans, or committed to loans, 22,210.30 acres, or 22.21%.

The Pure Oil Company contemplates drilling a test well in this area, which, under Government regulations must be commenced within six months after final approval of the Unit Agreement. You own an oil and gas lease on the NW 1/4 of Section 22-22N-27E, which you have been unwilling to sell to us, and therefore you are hereby invited to execute the unit agreement as working interest owner. If, however, you do not care to include your acreage in the unit, and participate in the operations and expense of development, please indicate your refusal by signing this letter and returning it to this office, together with the enclosed agreement.

Please give this your prompt attention.

Very truly yours,

THE PURE OIL COMPANY,

[Signature]
S. M. HENRY

Received copy of Black Horse Unit Agreement. I do not desire to execute the Unit Agreement submitted.

Ellis Lafferty

4002 Madison St. 3-29-46



LAND DEPARTMENT
THE PURE OIL COMPANY
 Return to **BOX 271**
TULSA, OKLAHOMA
220456
 INSURED PARCEL
TULSA, OKLAHOMA

Form 9511
 Rev. 1-4-40

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 X. J. [Signature]
 (Signature or name of addressee)

2 X. J. [Signature]
 (Signature of addressee's agent—Agent should enter addressee's name on Envelope above)

Date of delivery April 12, 1945

U. S. GOVERNMENT PRINTING OFFICE 16-13421

W.N.M.C.F. MICROGRAPHICS



STATE OF OKLAHOMA,
TULSA COUNTY.

} ss

AFFIDAVIT

JOHN D. McNUTT, of lawful age, being first duly sworn, on his oath deposes and says:

That he is Manager of the Southwestern Producing Division of The Pure Oil Company, with headquarters at Tulsa, Oklahoma; that The Pure Oil Company is the owner of various leases in Union County, New Mexico, and has outlined what is known as the Black Mesa Unit Area; that within said area is forty acres, described as:

Southwest Quarter of the Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$)
of Section 36, Township 31 North, Range 36 E, N.M.P.M.,
Union County, New Mexico;

that F.H. Brierton, of 318 South Main Street, Webb City, Missouri is the owner of an oil and gas lease covering said forty acres, and that on or about March 23, 1946, affiant sent a representative of The Pure Oil Company, one J.D. Lander, to Webb City, Missouri to present a copy of the Black Mesa Unit Agreement to the said F.H. Brierton and invite his participation therein and execution thereof; that said representative presented said agreement, and requested the said F.H. Brierton to join therein, as instructed by affiant, and the said F.H. Brierton advised said J.D. Lander that he did not care to join in the Unit with The Pure Oil Company for the drilling of a well, as therein set out, nor would he sign a letter of refusal, but suggested that the agreement be left and he would investigate the matter further. That since March 23, 1946, affiant's representative, J.D. Lander, has called upon F.H. Brierton, upon two separate occasions, requesting that said agreement either be signed, or the letter refusing to sign the agreement be executed and delivered to The Pure Oil Company, but that the said F.H. Brierton still refuses to sign either the agreement or the letter of refusal.

Further affiant saith not.

Subscribed and sworn to before me this 17 day of May, 1946

Notary Public

DEED AND

STATE OF OKLAHOMA,
TULSA COUNTY.

as

AFFIDAVIT.

JOHN D. McWITT, of lawful age, being first duly sworn, on his oath deposes and says:

That he is Manager of the Southwestern Producing Division of Oil Company, with headquarters at Tulsa, Oklahoma; that The Pure is the owner of various leases in Union County, New Mexico, and in what is known as the Black Mesa Unit Area; that within said area acres, described as:

Southwest Quarter of the Northeast Quarter (SW¹/₄ of NE¹/₄ of Section 18, Township 30 North, Range 37 N.H.H.P.M., Union County, New Mexico,

upon which an oil and gas lease has been executed to Al and Virginia Andrus

That during the month of April, 1946, affiant addressed a letter Al and Virginia Andrus, inviting said lessees to join in the proposed Mesa Unit Agreement. A copy of said letter is hereto attached, marked and made a part hereof. That said letter was sent by Registered mail, said Al and Virginia Andrus, at their post office address, No. 8 604 Hilford, Massachusetts, and the same was delivered to said addressee about April 26, 1946, as shown by photostat copy of Return Receipt hereto attached, marked Exhibit "B" and made a part hereof.

Affiant further states that no reply has been had to said letter up to this date, and affiant assumes therefore that said lessees are not desirous of joining as working interest owners in said proposed Black Mesa Unit Agreement.

Further affiant saith not.

Subscribed and sworn to before me this 17 day of May, 1946.

My Com. Exps. Jan. 8-48

W.N.M.C.F. MICROGRAPHICS



being situated in Union County, New Mexico and designated in said Agreement as Trust No. 1, in which the parties have agreed to

IN WITNESS WHEREOF the undersigned has caused this instrument to be signed and sealed with his official seal and the seal of said County.

Date May 25 1946
Date May 28 1946
Date June 6 1946
Date June 2 1946
Date June 5 1946

July 16 1946
July 22 1946
July 30 1946

STATE OF California 33
COUNTY OF San Bernardino

BE IT REMEMBERED, That on this 30 day of July AD, 1946, before me, a Notary Public, in and for said County and State, personally appeared Ralph E. Eaton, Deputy Sheriff

to me known to be the identical person as described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires



being situated in Union County, New Mexico, and the
Agreement as then No. 1000, and the
PARTY.

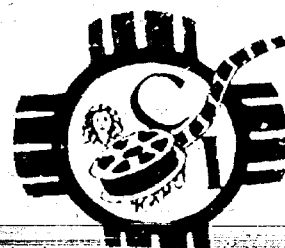
IN WITNESS WHEREOF the undersigned
executed this deed of its signature.

Date May 28 1946
Date May 28
Date May 28
Date May 28
Date May 28

STATE OF California SS
COUNTY OF San Diego

BE IT REMEMBERED, That on this 28 day of May A.D. 1946, before me, a Notary
Public and for said County and State, personally appeared Reph E. Eaton and
Lucille Eaton

to me known to be
the identical persons who executed the within and foregoing instruments and acknowledged to me that they



being situated in Union County, New Mexico

Acquisition as to the National Bank

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

written.

My commission expires

Date

Date

Date

Date

Date

Date

Date

STATE OF California

COUNTY OF San Diego

SS

BE IT REMEMBERED, That on this 28th day of May, A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared Grace M. Gilman and Carter W. Gilman and Arvina Hank

to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

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

My commission expires May 27, 1948

Edward T. Smith

Notary Public

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

Reformulated in Utah County

being situated in Union County, New Mexico

Agreement of Partition of the

Property of the late

JOHN W. HART

and the

Property of the late

JOHN W. HART

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JOHN W. HART

1946

STATE OF Massachusetts
COUNTY OF Suffolk SS

BE IT REMEMBERED, That on this 6 day of June A.D. 1946, before me, a Notary Public, in and for said County and State, personally appeared John W. Hart

_____ to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires
November 12, 1948

My commission expires _____

Frank R. Burt Notary Public



being situated in Union County, New Mexico, and the
Agreement as to the Notary Public's jurisdiction
herein.

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

Date May 25
Date May 25
Date May 25
Date May 25
Date May 25

STATE OF ILLINOIS
COUNTY OF PEORIA SS

BE IT REMEMBERED, That on this 9th day of July, A.D. 1946, before me, a Notary
Public, in and for said County and State, personally appeared R. E. Egan and Anna Murphy Egan

_____ to me known to be
the identical person or persons described in and who executed the within and foregoing instrument and acknowledged to me that they
executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 1946 Edw. W. Roth Notary Public



being situated in Illinois County, New Mexico
Agreement of 1949 Notary Public

IN WITNESS WHEREOF, the undersigned
Notary Public, at his residence

Date July 15th
Date July 15th
Date July 15th
Date July 15th
Date July 15th

STATE OF Illinois
COUNTY OF Adams } SS

BE IT REMEMBERED, That on this 15th day of July, A.D. 1949, before me, a Notary
Public, in and for said County and State, personally appeared J. H. Hutton & Wm. G. Carter

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

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

My commission expires May 11, 1949 J. H. Hutton Notary Public



Belong situated in Union County, New Mexico.

Agreement of Two Parties.

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

My commission expires

Date

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STATE OF Colorado } SS
COUNTY OF Las Animas }

BE IT REMEMBERED, That on this 30 day of July, A.D. 1922, before me, a Notary Public, in and for said County and State, personally appeared Samuel R. [unclear]

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

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

My commission expires _____

MARTIN WOODSON, Clerk of District Court

CUSTER COUNTY, COLO.

Notary Public

By Frank [unclear] Deputy



being situated in Union County, N.C.
Agreement as to the N.C. State
PANY, Inc.

IN WITNESS WHEREOF, the undersigned
opposite his, her or its name

Date May 25

Date May 25

Date May 25

Date May 25

Date May 25

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, That on this _____ day of _____ A.D. 19____, before me, a Notary
Public, in and for said County and State, personally appeared _____

_____ who is known to be
the identical person described in and who executed the within and foregoing instrument and acknowledged to me that
executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____

being situated in the County of San Diego,
Agreement as to the PANK

IN WITNESS WHEREOF,
opposite his name, the said

Date May 28, 1964
Date May 28, 1964
Date May 28, 1964
Date May 28, 1964
Date May 28, 1964

STATE OF California
COUNTY OF San Diego } SS

BE IT REMEMBERED, That on this 28th day of May, A.D. 1964, before me, a Notary Public, in and for said County and State, personally appeared Grace E. Gilman and Aracina Hank

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

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

NOTARY PUBLIC

STATE OF

COUNTY OF

BEFORE ME

ON

DAY

1952

STATE OF _____ SS
COUNTY OF _____

BE IT REMEMBERED, That on this 2nd day of July, A.D. 1952, before me, a Notary Public, in and for said County and State, personally appeared Thad Z. Eaton and Kathryn M. Eaton

to me known to be the identical person(s) described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Nov 26, 1952 Michael H. [Signature] Notary Public

STATE OF

Massachusetts

COUNTY OF

Suffolk

ss

BE IT REMEMBERED, That on this 6 day of June A.D. 19th before me, a Notary Public, in and for said County and State, personally appeared John W. Hunt

_____ to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purpose therein set forth.

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

Before me, a Notary Public in and for the State of Illinois, on this 15th day of July, 1944, appeared the following persons, personally known to me, and acknowledged to me that they executed the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 15th day of July, 1944.

Notary Public in and for the State of Illinois

My Commission Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

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My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

My Office is at Chicago, Illinois.

My Qualification Expires on the 15th day of July, 1945.

STATE OF Illinois
COUNTY OF Chicago

BE IT REMEMBERED, That on this 15th day of July, A.D. 1944, before me, a Notary Public in and for said County and State, personally appeared J. A. Breen & George C. Gorton

_____ to me known to be the Members of the Chicago Club, who were present at the execution of the within and foregoing instrument and acknowledged to me that they executed the same as Members and owners and for the use and purpose therein set forth.

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

J. A. Breen Notary Public

U.S. MICROGRAPHIC



being situated in Union County, N.C.
Agreement in Book No. 1 of the
PARTY

IN WITNESS WHEREOF
opposed to the 2nd of the same
day of May 1908
the 1st of June 1908
at the County of Union
State of N.C.
Date of 1st of June 1908

STATE OF Colorado
COUNTY OF Traverse SS

BE IT REMEMBERED, That on this 22 day of July A.D. 1908
Public in and for said County and State, personally appeared
Lucille Eaton

the identical person described in and who executed the within and
executed the same as free and voluntary act and deed

IN WITNESS WHEREOF, I have hereunto set my official seal and
written.
My commission expires Apr. 22, 1909

Declarant
Agreement to
Parties

IN WITNESS WHEREOF
Opposite the

Witness

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

Notary

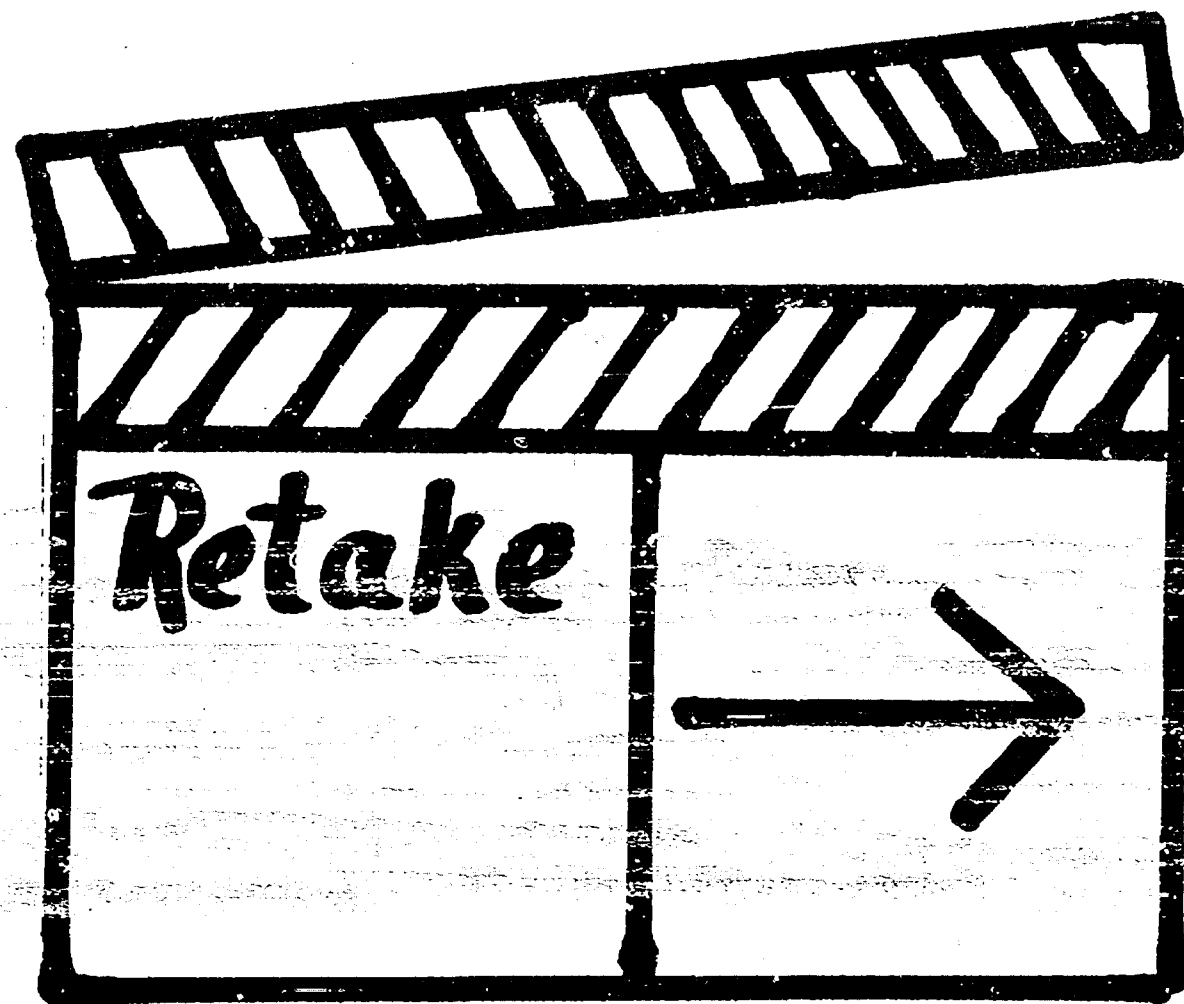
[Illegible text block]

AD. 1846, before me, a Notary
[Signature]
as me known to be
[Signature]
the day and year first above
[Signature] Notary Public



THE FOLLOWING DOCUMENTS WERE RECEIVED FROM:

AT THE DIRECTOR'S OFFICE



being situated in Union County, New Mexico, and described in Exhibit B to the above mentioned Agreement as Tract No. 41, in which the Western Lumber Company is named as the owner of said PANY.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and seal at the County of _____ State of _____ opposite his, her or its signature.

Date May 25 1925
Date June 28 1925
Date July 1 1925
Date July 1 1925
Date July 1 1925

STATE OF _____
COUNTY OF _____

Ralph E. Carter
Notary Public

BE IT REMEMBERED, that on this _____ day of _____ A.D. 19____, before me, _____ Notary Public, in and for said County and State, personally appeared _____

_____ to me known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same for the uses and purposes therein set forth.

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

Notary Public



the bank pro
such as so comp

being situated in Union County, New Mexico, and defendant
Agreement as Trust No. 41, in which the Plaintiff is the
PANY.

IN WITNESS WHEREOF the undersigned
opposite his, her or its signature

Date May 25
Date May 25
Date May 25
Date May 25
Date May 25

STATE OF California
COUNTY OF San Diego

SS

BY IT REMEMBERED, that on this 25th day of May, 1961, the undersigned, a Notary Public in and for the State of California, and duly qualified and sworn to perform the duties of such office, did personally appear before me the undersigned, and acknowledged to me that he was the author of the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at San Diego, California, this 25th day of May, 1961.

Notary Public



being situated in Union County, New Mexico, and declared that the same was the Agreement as Tract No. 41-2 in which the Working Interest of the PANY.

IN WITNESS WHEREOF the undersigned has caused this instrument to be signed and sealed opposite his, her or its signature.

Date May 25
Date May 28
Date June 1
Date July 2
Date July 15

STATE OF _____
COUNTY OF _____ SS

BE IT REMEMBERED, That on this 16 day of June A.D. 1944 before me, a Notary Public, in and for said County and State, personally appeared Geo. W. Hanks

as the known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same for the purposes and for the uses and purposes therein set forth.

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

Frank R. Little Notary Public



being situated in Union County, New Mexico, and described in a certain Agreement as Trust No. 11, in which the word "PANY" is written.

IN WITNESS WHEREOF the undersigned has caused this instrument to be signed and sealed at the place and date above written, and has hereunto set his hand and seal of office.

Date May 25
Date May 28
Date June 1
Date June 1
Date July 1

[Faint, illegible signatures and text]

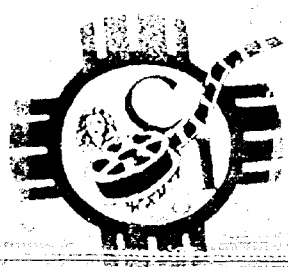
STATE OF ILLINOIS
COUNTY OF PEORIA SS

BE IT REMEMBERED, That on this 5th day of July, 1946, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Edw. W. Roth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my Notarial Seal, this day and year first above written.

My commission expires Nov. 2, 1946 Edw. W. Roth Notary Public



being situated in Union County, New Mexico, and containing the Agreement as to the No. 11, in which the words "Union County, New Mexico" have been changed to "PANYA".

IN WITNESS WHEREOF the undersigned has executed his authority on the day and year first above written, at the place and in the presence of the witnesses, who have signed their names opposite his, her or its signatures.

Date May 25
Date May 28
Date June 1
Date June 1
Date July 1
Date July 1

STATE OF Illinois
COUNTY OF Adams 33

BE IT REMEMBERED, That on the 15th day of July, A.D. 1946, before me a Notary Public, in and for said County and State, personally appeared

the Members of the Union County, New Mexico and who executed the within and foregoing instrument and acknowledged to me that they executed the same for the purposes and for the use and purpose therein set forth.

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

J. A. Brier Notary Public



being situated in Union County, New Mexico, and acknowledged in Book 92, Page 10, of the Public Records of the State of New Mexico, in and to which is attached a copy of the Agreement as Tract No. 41, in which the Working Interest is owned by the PANY.

IN WITNESS WHEREOF the undersigned has caused this instrument to be signed and sealed opposite his, her or its signature.

Date	<u>May 25</u>	1946	<u>[Signature]</u>
Date	<u>May 28</u>	1946	<u>[Signature]</u>
Date	<u>June 1</u>	1946	<u>[Signature]</u>
Date	<u>June 1</u>	1946	<u>[Signature]</u>
Date	<u>July 15</u>	1946	<u>[Signature]</u>

State of Colorado SS
County of Provens

BE IT REMEMBERED, That on this 27 day of July A.D. 1946 before me a Notary Public, in for said County and State, personally appeared Ralph E. Eaton and Lucille Eaton to me known to be the identical person 5 described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.
My commission expires Apr. 22, 1947 James S. [Signature] Notary Public.
My Commission Expires Apr. 22, 1947



being situated in Union County, New Mexico and referred to in Exhibit B of the above mentioned Agreement as Tract No. 41, in which the Working Interest was owned by the PANY.

IN WITNESS WHEREOF the undersigned has caused this instrument to be signed and sealed opposite his, her or its signature:

Date	<u>May 25</u>	1966	<u>John W. Williams</u>
Date	<u>May 28</u>	1966	<u>John W. Williams</u>
Date	<u>June 1</u>	1966	<u>John W. Williams</u>
Date	<u>June 1</u>	1966	<u>John W. Williams</u>
Date	<u>July 1</u>	1966	<u>John W. Williams</u>
Date	<u>July 1</u>	1966	<u>John W. Williams</u>

State of Colorado SS
County of San Juan

BE IT REMEMBERED, That on this 30 day of July, A.D. 1966 before me, a Notary Public, in and for said County and State, personally appeared John W. Williams and John W. Williams

John W. Williams and John W. Williams to me known to be the persons whose names are subscribed to and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

I have hereunto set my official signature and seal, this 30 day of July, A.D. 1966 at Alamosa, San Juan County, Colorado.

My. J. W. Williams, Deputy Notary Public.



being situated in Union County, New Mexico, and situated in Block 10, Tract No. 11, in which the Working Interest rights are owned by THE FINE OIL COMPANY.

IN WITNESS WHEREOF the undersigned has executed this instrument the day and year first above written opposite his, her or its signature:

Date	May 25	1946	James H. Wilson
Date	May 28	1946	James H. Wilson
Date	June 6	1946	James H. Wilson
Date	July 2	1946	James H. Wilson
Date	July 15	1946	James H. Wilson

County of _____

BE IT REMEMBERED, That on this _____ day of _____ A.D. 1946 before me, a Notary Public, in for said County and State, personally appeared _____

identical person described in and who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written. My commission expires _____ Notary Public.



NEW MEXICO OIL CONSERVATION COMMISSION,

STATE OF NEW MEXICO,

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

No. _____

P E T I T I O N

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

1. That the Unit Area designated in said agreement covers 23,030.75 acres, and is situated in the northeast part of Union County, in the State of New Mexico. That of said acreage embraced within said Unit Area, 8,807.40 acres are owned by the United States of America, 8,840.84 acres are owned by the State of New Mexico, and 15,978.75 acres are privately owned; that your petitioner has valid and subsisting oil and gas mining leases, or has agreed to purchase assignments, covering the same, as to all the lands with exception of approximately 250 acres, and that said agreement has been executed by your petitioner and numerous owners of royalty interests in said lands, involving approximately 98.44% of the working interest, and approximately 94.8% of the fee or royalty interest.

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

3. Your petitioner, the undersigned, designated Operator and given authority to carry on operations necessary for development and exploration of the unit area for oil and gas, subject to regulations of the Secretary of the Interior, the Commissioner of Public Lands of the State of New Mexico, and the New Mexico Oil Conservation Commission, states that under the terms thereof a test well for oil and gas is to be started within six months after effective date of agreement and drilled upon some part of the unit area to a depth of not

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

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

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

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

Oil Conservation Commission.

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

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

Respectfully submitted,

THE PURE OIL COMPANY,

By 

Attorney.

CONFIDENTIAL

EXHIBIT "A"

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

GEOLOGICAL REPORT

STRUCTURE MAP

OWNERSHIP MAP

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


EXHIBIT "A"

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

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

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

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


Division Geologist, The Pure Oil Company
Southwestern Producing Division

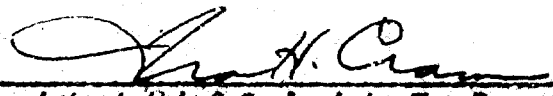
SUPPLEMENT TO EXHIBIT "A"

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

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

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

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


Assistant Chief Geologist, The Pure Oil
Company

PROPOSED BLACK MESA UNIT

SURFACE STRUCTURE MAP

SCALE 1"=1 MILE

Exhibit "A" "1"

Union County, New Mexico

W.N.M.C.F. MICROGRAPHICS



BEST AVAILABLE COPY

