S G A SPECIAL GAS-GUIERI, NEW MEXICO

CASE NO.

6830

APPlication,
Transcripts,
Small Exhibits,

ETC.



POST OFFICE BOX 2088 STATE LAND OFFICE BUILDING SANTA FE, NEW MEXICO 87501 I505) 827-2434

April 17, 1980

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	a a a a a a a a a a a a a a a a a a a
r. William F. Carr ampbell and Black	Re: CASE NO. 6830 ORDER NO. R-6291-A
toorneys at Law	VICE REPORTER
ost Office Box 2208	5000 1 Louis .
anta Fe, New Mexico	Applicant:
	Enserch Exploration, In
Dear Sir:	
	copies of the above-referenced
	ntered in the subject case.
JOE D. RAMEY Director	
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-	
JDR/fd	
Copy of order also sent t	0: 0:
Hobbs OCD X	
Artesia OCD X	
Aztec OCD	

CASE NO. 6830 Order No. R-6291-A

APPLICATION OF ENSERCH EXPLORATION, ENC. FOR SPECIAL POOL RULES OR, IN THE ALTERNATIVE, A SPECIAL GAS-OIL RATIO, ROSSVELT COUNTY, NEW MEXICO.

MUNC PRO TUNC ORDER

BY THE DIVISION:

It appearing to the Division that Order No. R-6291, dated March 25, 1980, does not correctly state the intended order of the Division,

IT IS THEREFORE ORDERED:

- (1) That all references to the South Peterson-Fusselman Pool, as contained in Findings Nos. (2) and (5), and in Orders Nos. (1) and (2) of said Order No. R-6291 should be changed to read "South Peterson-Pennsylvanian Pool."
- (2) That this order shall be effective nunc pro tune as of earch 25, 1980.

DOME at Santa Fe, New Mexico, this 15th day of April,

STATE OF NEW MEXICO
—QIL CONSERVATION DIVISION

JOE D. RAMEY Director

EAL



April 1, 1980

POST OFFICE BOX 2086 STATE LAND OFFICE BUILDING SANTA PE, NEW MEXICO 87501 83081 827-2434

	Re:	CASE NO.	6830
Mr. William F. Carr		ORDER NO.	R-6291
Campbell and Black		•	
Attorneys at Law			
Post Office Box 2208		Applicant	
Santa Pe, New Mexico	•		

Enserch Exploration, Inc.

Dear Sir:

Enclosed herewith are two copies of the above-referenced Division order recently entered in the subject case.

purs very truly, JOE D. RAMEY Director

JDR/fd

Copy of order also sent to:

Hobbs OCD Artesia OCD Aztec OCD

Other

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

> CASE NO. 6830 Order No. R-6291

APPLICATION OF ENSERCH EXPLORATION, INC., FOR SPECIAL POOL RULES OR, IN THE ALTERNATIVE, A SPECIAL GAS-OIL RATIO, ROOSEVELT COUNTY, NEW MEXICO.

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 9 a.m. on March 12, 1980, at Santa Pe, New Mexico, before Examiner Daniel S. Nutter.

NOW, on this 25th day of March, 1980, the Division Director, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.
- (2) That the applicant, Enserch Exploration, Inc., is the owner and operator of several wells in the South Peterson-Fusselman Pool, Roosevelt County, New Mexico.
- (3) That the applicant seeks the promulgation of special rules for said pool, including a provision for a gas-oil ratio limitation of 4000 cubic feet of gas per barrel of oil or, in the alternative, the establishment of a special gas-oil ratio limitation of 4000 to one for one well, its Lambirth Well No. 3, located in Unit G of Section 31, Township 5 South, Range 33 East, NMPM, Roosevelt County, New Mexico.
- (4) That the reservoir characteristics of the subject pool justify the establishment of a gas-oil limitation of 4,000 cubic feet of gas per barrel of liquid hydrocarbons.

Case No. 6830 Order No. R-6291

- That in order to afford to the owner in the South Peterson-Fusselman Pool the opportunity to economically produce his just and equitable share of the oil and gas in the subject pool and for this purpose to use his just and equitable share of the reservoir energy, a limiting gas-oil ratio of 4,000 cubic feet of gas per barrel of liquid hydrocarbons should be established for the pool.
- (6) That the required shutting in of any well in the subject pool which is three times overproduced on its casinghead gas allowable should be suspended until May 15, 1980, to permit the continued utilization of certain compression equipment which is contracted for until that date.
- (7) That approval of the application in this case will not cause waste nor impair correlative rights.

IT IS THEREFORE ORDERED:

- (1) That effective March 1, 1980, the limiting gas-oil ratio in the South Peterson-Pusselman Pool, Roosevelt County, New Mexico, shall be 4,000 cubic feet of gas for each barrel of liquid hydrocarbons produced; that, effective March 1, 1980, each proration unit in the South Peterson-Fusselman Pool shall produce only that volume of gas equivalent to 4,000 multiplied by the top unit allowable for the pool.
- (2) That the shut-in requirement for wells in the South Peterson-Pusselman Pool which are three times overproduced on their casinghead gas allowable shall be suspended until May 15, 1980.
- (3) That jurisdiction of this cause is retained for the entry of such further orders as the Division may deam necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove degionated.

> STATE OF NEW MEXICO OIL CONSERVATION DIVISION

JOE D. RAMEY

Director

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STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION STATE LAND OFFICE BLDG. SANTA FE, NEW MEXICO 12 March 1980

EXAMINER HEARING

IN THE MATTER OF:

Application of Enserch Exploration,)
Inc., for special pool rules, or in)
the alternative, a special gas/oil)
ratio, Roosevelt County, New Mexico.)

CASE 6830

BEFORE: Daniel S. Nutter

TRANSCRIPT OF HEARING

APPEARANCES

For the Oil Conservation Division:

Ernest L. Padilla, Esq. Legal Counsel to the Division State Land Office Bldg. Santa Fe, New Mexico 87501

For the Applicant:

William F. Carr, Esq.
CAMPBELL & BLACK P. A.
P. O. Box 2208
Santa Fe, New Mexico 87501

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ALLY W. BOYD, C.S.R. Rt. 1 Box 191-8 Sents Fe, New Merdeo 57501 Phone (205) 455-7409

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MR. NUTTER: The hearing will come to order, please. We'll call next Case 6830.

Exploration, Inc., for special pool rules, or in the alternative, a special gas/oil ratio, Roosevelt County, New Mexico.

MR. CARR: May it please the Examiner,

I am William F. Carr, Campbell & Black, P. A., Santa Fe,

appearing on behalf of the applicant. I have one witness who needs to be sworn.

MR. PADILLA: Application of Enserch

(Witness sworn.)

LEONARD KERSH

being called as a witness and having been duly sworn upon his oath, testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. CARR:

Q Will you state your full name and place of residence?

A. My name is Leonard Kersh, Midland, Texas.

By whom are you employed and in what

capacity?

A. Enserch Exploration, Inc., District

Petroleum Engineer.

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this Commission? Yes, I have.

And your credentials as a petroleum engineer have been accepted and made a matter of record?

Yes.

Are you familiar with the application in

MR. CARR: Are the witness' qualifications

Have you previously testified before

MR. NUTTER: Where did you go to school,

MR. NUTTER: New Mexico School of Mines.

He's qualified.

MR. CARR: Does the Examiner request any

additional information?

MR. NUTTER: No, he's qualified.

Will you please refer to what has been marked for identification as Applicant's Exhibit One, and also referring to Exhibit One-A, explain to the Examiner the

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information contained thereon? Exhibit Number One is a structure map on top of the Penn formation in South Peterson Field. Enserch. interest in acreage is shaded in blue.

As you may note from the legend of production, only two wells are currently producing from the Penn whereas the other producers in the field are producing from

The two wells producing from the Penn are the Fusselman. the Enserch Lambirth No. 3 and the Enserch Lambirth No. 4 However, as shown in Exhibit One-A, potential Penn pay exists in the Phillips Lambirth A No. 3 Well, the Enserch Lambirth No. 1, the Enserch Lambirth No. 6 and No. 7 Wells. Well. The Enserch Lambirth No. 5 Well was ori-

ginally completed in the Penn but it was completed in a limited reservoir and we're currently evaluating this well for salt water disposal.

MR. NUTTER: Which one was that? That was Enserch Lambirth No. 5.

And the only two producing wells now are

the Lambirth No. 3 and the Lambirth No. 4.

Right. A.

Will you now refer to what has been

marked Exhibit Number Two and review that for Mr. Nutter?

Exhibit Number Two is a graphical display A.

of the South Peterson-Penn production history. As shown, oil production in the Penn has declined since May of 1979, whereas the gas production over the same period has remained fairly constant at approximately 18-million standard cubic feet per month, and combining these data you will note that the gas/oil ratio has increased from approximately 5000 standard cubic feet per barrel to 8000 standard cubic feet per barrel.

The second part of Exhibit Number Two is a tabulation of the Penn's production history. Note that as of February 1st, 1980, total hydrocarbons draws from the Penn amounted to 49,432 stock tank barrels of oil and 276,730 Mcf gas. These data indicate an average produced gas/oil ratio of approximately 5600 standard cubic feet per barrel, thus indicating that the Penn reservoir is associated.

Q. Will you now review the data contained on Applicant's Exhibit Number Three?

A. Exhibit Number Three is pertinent production and completion data on the Enserch Lambirth No. 4
Well. These data show that the Lambirth No. 4 Well was completed September 6th, 1978, through perforations from 7696
feet through 7705 feet at a potential rate of 204 barrels
of oil plus 349 Mcf gas plus 58 barrels of water with a
flowing tubing pressure of 350 psi and an initial GOR of
1711 standard cubic feet per barrel.

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Since completion the Lambirth No. 4 has produced 43,786 stock tank barrels plus 60,849 Mcf gas.

The January's producing day average production was 65 barrels of oil plus 123 Mcf gas plus 47 barrels of water with a GOR of 1892 standard cubic feet per stock tank barrel.

The second part of Exhibit Number Three is a graphical display of the Lambirth No. 4 production history.

Note: that the oil production has declined from 3500 barrels per month in May, 1979, to 1250 stock tank barrels a month in February of 1980. On the other hand, the gas production over the same period has remained fairly constant at approximately 4-million standard cubic feet per month.

These data have caused the GOR to increase to approximately 2000-to-1. If current trends exist in both oil and gas, the GOR will continue to increase at a very rapid pace.

Q. Will you now refer to Exhibit Number Four and review this for Mr. Nutter?

A. Okay. Exhibit Number Four is pertinent production and completion data on the Lambirth No. 3 Well. These data indicate that the Lambirth No. 3 was completed October 26, 1978, from perforations at 7702 feet through

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7715 feet with an absolute open flow of 16-million standard cubic feet per day with no condensate.

After being placed on-stream the well started producing oil and as of February 1st, 1980, had produced 5646 barrels of oil plus 215,881 Mcf gas.

January's producing day average production for the Lambirth No. 3 was 19 barrels of oil plus 570 Mcf gas with a GOR of 30,000.

The second part of Exhibit Number Four is a graphical display of the Lambirth No. 3 production history. Note that the oil production has constantly increased since completion, whereas the gas has remained relatively constant.

These data have reduced the GOR from 60,000 standard cubic feet per barrel to 30,000 standard cubic feet per barrel.

In October of 1979 the Lambirth No. 3 flowing tubing pressure dropped below Cities line pressure of 425 psi and Cities did not have a compressor capacity to switch the well into their low pressure system. in order to continue operations on the Lambirth No. 3 a rental compressor was employed in November, 1979, at a rate of \$2899.70 per month for a minimum of six months.

In January, 1980, the Commission informed Enserch that the Lambirth No. 3 was overproduced insofar as

casinghead gas by 50,000,059 Mcf; however, as shown in Exhibit Number Five, we currently estimate this overage to be 44,897 Mcf as of February 1st, 1980.

In addition, we were also informed in January by Order Number R, as in Robert, -5853-A that the South Peterson-Penn Pool would revert back to 40-acre spacing effective March 1st, 1980.

As you may note, this reversion will reduce the monthly gas allowable from approximately 60-million standard cubic -- 16-million standard cubic feet of gas to 11-million standard cubic feet cf gas per month.

is currently being operated at its most efficient rate, which is allowing the oil production to be more competitive with the gas production. This is best demonstrated by Exhibit Number Four, which indicates the 11 production has increased since the installation of the compressor.

Q. Okay, will you now refer to Enserch Exhibit Number Six?

A. Exhibit Number Six is an over and under casinghead gas report from the Commission. This exhibit is presented to verify that Enserch was notified of this overage on the Lambirth No. 3 after November, 1979.

Q. And it was in November that you contracted for a compressor.

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A.

Seven?

month.

Right. Will you now refer to your Exhibit Number Exhibit Number Seven is a compressor rental agreement indicating a rental period from November 15th, 1979, to May 15th, 1980, at a cost of \$2899.70 per Mr. Kersh, is it possible to contract for this compressor for a period of time of less than six months? No, that was the minimum we could get the rental for. And at the current time you're producing into a Cities Service line? Right. And you have to use compression to buck the line pressure, is that correct? A. Yes. Do you anticipate that the line pressure will remain high? Yes. Now, Mr. Kersh, if the OCD retains a 2000-to-1 COR, in your opinion how long -- how will this affect your method of operating the Lambirth No. 3 Well?

By maintaining the 2000-to-1, we'll

probably -- we'll probably have to rent a compressor for six

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months and then shut-in to make up the overage, and this may take from four to six months, because at present we believe that we're operating the well more efficiently at its current rate, which is approximately, about 16, 15-million a month. This way we're reducing the flowing bottom hole pressure, which is allowing more oil to enter the reservoir. Okay, by reducing or increasing the back pressure, which would more or less bring us more in line to the 2000-to-1 GOR after March 1st, this would, in our opinion, promote waste because the oil would not be -- could not compete with the gas production at that time.

- So would more oil be left in the ground?
- A. Yes.
- Q Could this result in reservoir damage, in your opinion?
 - A. Yes.
- Q In your opinion, producing the well, the Lambirth No. 3 Well, as you're now producing it, is any reservoir damage resulting from this method of producing --
 - A. No.
 - Q -- the rate of withdrawal?
 - A. No, it's not.
- Q If you were given a 4000-to-1 GOR, approximately how long would it take you to bring the well back into balance?

	<i>*</i>	A.	I	t	would	probably	take	us.	about	two
months	at	the	current	•	overage	9,		***		
								2.7		

Q Would you now summarize for the Examiner the recommendation you are making to him in this case?

A Okay. Okay, in view of current and future rental compressor requirements, plus a reduced gas limitation due to spacing reversion, Enserch hereby requests that the Commission grant an increase in the gas/oil ratio of 4000-to-1 to the South Peterson-Penn Pool, effective March 1st, 1980.

In addition, Enserch also requests that the overage on the Lambirth No. 3 Well be accumulated through May, 1980, and at that time the Lambirth No. 3 will be shut in to make up the same.

The granting of such will enable Enserch to produce these wells more efficiently, and will not promote waste.

And your request that this be retroactive to March 1 is based on the fact that that's the date that the spacing reverts back 40-acres.

A. Right.

Q. And in your opinion will granting this application be in the interest of conservation, the prevention of waste, and the protection of correlative rights?

A. Yes.

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MR. CARR: At this time, Mr. Examiner, we would offer Applicant's Exhibits One through Seven.

MR. NUTTER: Exhibits One through Seven will be admitted in evidence.

MR. CARR: And I have nothing further on direct.

CROSS EXAMINATION

BY MR. NUTTER:

condensate.

Mr. Kersh, why is the GOR on this well so much higher than it is on the other well, the No. 4?

A. This well, back on initial completion, we originally thought the well was a gas well because it produced 16-million absolute open flow, was all gas with no

a And no condensate.

A. Right. So our beliefs are maybe we're on the edge -- edge of, say, an associated reservoir. We may be perforated -- well, we only have 13 feet, I guess.

Q Did you look at the perforated interval in this well? Is it identical to the perforated interval in -- on the No. 3 is it identical to the perforated interval val in the No. 4?

A. No, the No. 4 subsea-wise is higher.

Q Well, I wasn't talking about the struc-

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the pay.

disassociated porosity pockets. Now, you'll note back on Exhibit One-A, we indicated the wells which had potential Penn pay.

tural position. I was talking about the zones themselves,

It would -- the No. 3 would be lower.

Uh-huh.

And as you'll note, well, I'll have to go all the way back to Exhibit Number One, starting in the south the Lambirth No. 5, which was a limited reservoir, you'll note the Penn is not continuous there.

Now, where is that No. 5?

It would be in Section 1.

Okay. That's the -- the well is shown with a dry hole symbol.

Right. Okay, we have -- okay, the No. 4, which would be northeast of 5, is producing.

Okay, the Phillips 3-A Lambirth has potential Penn pay.

The Enserch 1 has potential Penn pay, but the Phillips 1-A Lambirth did not have any potential Penn pay, nor does the Phillips 2-A Lambirth.

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So you have these porosity pockets that are coming in and out as you proceed through the reservoir, is that it?

A Right.

And do you anticipate that these various pockets are filled to a more or lesser degree with gas or with liquid hydrocarbons and that this No. 3 happened to encounter one that had a lot of gas in it and very little liquids to start with?

A I think just from the GOR increasing on the Lambirth No. 4 would more or less indicate that the Penn in this area is associated.

Q Well, the GOR increase in the No. 4 is not due to any change in the amount of gas that's being produced, though, is it?

A. No, not at the present, but the gas did increase from May. It went up to 4-million, to approximately 4-million last May, but the initial completion on the well, the GOR was well over 1700.

Q Let's see, I'm having a hard time following that graph there on that No. 4. The initial point on the GOR there. The GOR's are the circles with the little circles inside them, aren't they?

A. Right. Oh, I see what you're saying,

because --

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Let me see if I can get this straight. Now, what do you mean by a GOR as opposed to a liquid/gas ratio?

Well, I plotted the liquid/gas ratio to more or less indicate if we're having any type of damage. Does this include water, then? No. No, it's just the -- it's just the stock tank barrels of liquid produced divided by the gas produced.

like it had two GOR's, one at 700 and one at about 13 or 1400.

So it originally had a GOR -- that looks

And how does that -- what's that? What's the difference in that compared to the gas/oil ratio?

It's nothing. It's a reciprocal.

Oh, I see, okay. One's liquid over gas and one's gas over liquids, then.

Uh-huh.

Okay.

I guess the problem that you may be having with this is, okay, we had -- we had analysis on the Fusselman zone, and the Fusselman, which is approximately 100 feet below the Penn, or greater, had an initial GOR of something like 760. Okay, whereas in the Penn case, we're looking at GOR's which are considerably higher.

What I'm concerned about here, Mr. Kersh,

is whether this No. 3 Well was originally producing from a dry gas sand and that the rates of withdrawal were excessive and caused oil to migrate into that sand, because we do have an increase in oil production, while gas production has been rather steady. The gas/oil ratio has radically declined because of this increase in oil production, and if we're having a migration of oil into a small gas cap or whatever it may be, this could result in reservoir damage. Or not reservoir damage, but loss of oil by the wetting of these dry sands.

A. I don't think so. I think what has probably happened is that upon initial completion, that gas, I mean, you know, it's just -- the oil cannot compete with the gas, due to just permeability difference.

Q Just the relative permeability.

Right, just the relative perm, and once we put the, you know, the well on stream, you know, we had more back pressure on, and so forth, due to allowable situations. That allowed more oil to more or less migrate into the wellbore and be produced.

Now how much gas is the No. 3 actually producing with the compressor in place now?

Mith the compressor.

January's producing average was 570 Mcf
per day.

A. Right.

Q Yeah, that's a daily average.

Dh-huh. But it's our belief that by putting a compressor on we've more or less lowered the flowing bottom hole pressure, which is thus allowing more oil to enter the wellbore and be produced, and by increasing this back pressure, I think we're going back to the same thing we're just going — the oil will not be able to compete with the gas.

Well now, looking at your Exhibit Number

Four, the second page, it would appear that the gas production

with the compressor is now just about equal to what it was

in the first half of 1979 before the pressure dropped and it

wouldn't buck the pipeline any more.

A. Yes.

Q. So you've actually just brought the production of gas back up to where it was, really.

A. Uh-huh. If you'll also notice -- okay, the liquid production compared against the same liquid production the first part of '79 was a lot higher.

Q Right.

A. We're looking at 100 barrels or more. So

I don't think we're damaging the reservoir. I think we're

producing at the most efficient rate now.

Q. And what are you seeking here? You're seeking a GOR limit for the pool of 4000-to-1.

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4000-to-1. This will give us the flexibility. And you're going to have this compressor on rental under contract until May 15th? Right. So what you're asking is that this shutin order for overproduction be suspended until May 15th? Yes. And then as soon as you release the compressor, then you'd shut the well in. Right. Or curtail production? Which would you do? I would shut it in. Would it produce at all without a compressor? What we found is that we can shut it in and it will build up pressure and we can feed it into the line for a couple of days, but every time we do that, like the first five days we started getting all gas. I mean

oil just cannot get, you know, cannot compete.

shut the well in till we get the compressor going again.

Q.

again.

Here's this relative permeability thing

Right; right. So we'd probably just

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Just shut it in and make up this overage and then go back -
Q And then rent a compressor again?

A Right; right.

Q I see. And is the well producing today?

A Yes, it is.

Q So pending this hearing, it's still on production?

A Right. We talked to Mr. Sexton in Hobbs about it and he said pending the outcome of the hearing he

Q. I see.

MR. NUTTER: Are there any further questions of the witness? He may be excused.

would allow us to continue operations on the well.

Do you have anything further, Mr. Carr?

MR. CARR: Nothing further, Mr. Nutter.

MR. NUTTER: Does anyone have anything they wish to offer in Case Number 6830? If there is nothing further, we'll take the case under advisement.

(Hearing concluded.)

REPORTER'S CERTIFICATE

I, SALLY W. BOYD, C.S.R., DO HEREBY CERTIFY that the foregoing Transcript of Hearing before the Oil Conservation Division was reported by me; that the said transcript is a full, true, and correct record of the hearing, prepared by me to the best of my ability.

Socly W. Boyd C.S.R.

I do hereby certify that the foregoing is a complishe record of the proceedings in the Examiner hearing of Case No. heard by me or Oil Conservation Division

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STATE OF NEW MEXICO
ENERGY AND MINERALS DEPARTMENT
OIL CONSERVATION DIVISION
STATE LAND OFFICE BLDG.
SANTA FE, NEW MEXICO
12 March 1980

EXAMINER HEARING

IN THE MATTER OF:

Application of Enserch Exploration,)
Inc., for special pool rules, or in)
the alternative, a special gas/oil)
ratio, Roosevelt County, New Mexico.)

CASE 6830

BEFORE: Daniel S. Nutter

TRANSCRIPT OF HEARING

APPEARANCES

For the Oil Conservation Division:

Ernest L. Padilla, Esq.
Legal Counsel to the Division
State Land Office Bldg.
Santa Fe, New Mexico 87501

For the Applicant:

William F. Carr, Esq.
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Direct Examination	by Mr. Carr	3 · · · · · · · · · · · · · · · · · · ·
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MR. NUTTER: The hearing will come to order, please. We'll call next Case 6830.

MR. PADILLA: Application of Enserch
Exploration, Inc., for special pool rules, or in the alternative, a special gas/oil ratio, Roosevelt County, New Mexico.

MR. CARR: May it please the Examiner,

I am William F. Carr, Campbell & Black, P. A., Santa Fe,

appearing on behalf of the applicant. I have one witness who

needs to be sworn.

(Witness sworn.)

LEONARD KERSH

being called as a witness and having been duly sworn upon his oath, testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. CARR:

Q Will you state your full name and place of residence?

A. My name is Leonard Kersh, Midland, Texas.

g By whom are you employed and in what

capacity?

A Enserch Exploration, Inc., District

Petroleum Engineer.

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Have you previously testified before this Commission? Yes, I have. And your credentials as a petroleum engineer have been accepted and made a matter of record? Yes. Are you familiar with the application in this case? Yes. And the subject area? Yes. MR. CARR: Are the witness' qualifications acceptable? MR. NUTTER: Where did you go to school, Mr. Kersh? New Mexico Tech. MR. NUTTER: New Mexico School of Mines. He's qualified. MR. CARR: Does the Examiner request any additional information? MR. NUTTER: No, he's qualified. Will you please refer to what has been

marked for identification as Applicant's Exhibit One, and

also referring to Exhibit One-A, explain to the Examiner the

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SALLY W. BOYD, C.S.R.

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Q.

Will you now refer to what has been marked Exhibit Number 'Two and review that for Mr. Nutter?

Exhibit Number Two is a graphical display

information contained thereon?

Exhibit Number One is a structure map on top of the Penn formation in South Peterson Field. Enserch interest in acreage is shaded in blue.

As you may note from the legend of production, only two wells are currently producing from the Penn, whereas the other producers in the field are producing from the Fusselman.

The two wells producing from the Penn are the Enserch Lamberth No. 3 and the Enserch Lamberth No. 4 However, as shown in Exhibit One-A, potential Penn pay exists in the Phillips Lambirth A No. 3 Well, the Enserch Lambirth No. 1, the Enserch Lambirth No. 6 and No. 7 Wells.

The Enserch Lambirth No. 5 Well was originally completed in the Penn but it was completed in a limited reservoir and we're currently evaluating this well for salt water disposal.

MR. NUTTER: Which one was that?

That was Enserch Lambirth No. 5.

And the only two producing wells now are the Lambirth No. 3 and the Lambirth No. 4.

> Right. A.

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of the South Peterson-Penn production history. As shown, oil production in the Penn has declined since May of 1979, whereas the gas production over the same period has remained fairly constant at approximately 18-million standard cubic feet per month, and combining these data you will note that the gas/oil ratio has increased from approximately 5000 standard cubic feet per barrel to 8000 standard cubic feet per barrel.

The second part of Exhibit Number Two is a tabulation of the Penn's production history. Note that as of February 1st, 1980, total hydrocarbons draws from the Penn amounted to 49,432 stock tank barrels of oil and 276,730 Mcf gas. These data indicate an average produced gas/oil ratic of approximately 5600 standard cubic feet per barrel, thus indicating that the Penn reservoir is associated.

Will you now review the data contained on Applicant's Exhibit Number Three?

Exhibit Number Three is pertinent production and completion data on the Enserch Lambirth No. 4 Well. These data show that the Lambirth No. 4 Well was completed September 6th, 1978, through perforations from 7596 feet through 7705 feet at a potential rate of 204 barrels of oil plus 349 Mcf gas plus 58 barrels of water with a flowing tubing pressure of 350 psi and an initial GOR of 1711 standard cubic feet per barrel.

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Since completion the Lambirth No. 4 has produced 43,786 stock tank barrels plus 60,849 Mof gas. The January's producing day average pro-

duction was 65 barrels of oil plus 123 Mcf. gas plus 47 barrels of water with a GOR of 1892 standard cubic feet per

The second part of Exhibit Number Three stock tank barrel. is a graphical display of the Lambirth No. 4 production

Note that the oil production has declined history. from 3500 barrels per month in May, 1979, to 1250 stock tank barrels a month in February of 1980. On the other hand, the gas production over the same period has remained fairly constant at approximately 4-million standard cubic feet per

These data have caused the GOR to inmonth. crease to approximately 2000-to-1. If current trends exist in both oil and gas, the GOR will continue to increase at

Will you now refer to Exhibit Number a very rapid pace. Four and review this for Mr. Nutter?

Okay. Exhibit Number Four is pertinent production and completion data on the Lambirth No. 3 Well. These data indicate that the Lambirth No. 3 was completed October 26, 1978, from perforations at 7702 feet through

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7715 feet with an absolute open flow of 16-million standard cubic feet per day with no condensate.

After being placed on-stream the well started producing oil and as of February 1st, 1980, had produced 5646 barrels of oil plus 215,881 Mcf gas.

January's producing day average production for the Lambirth No. 3 was 19 barrels of oil plus 570 Mcf gas with a GOR of 30,000.

is a graphical display of the Lambirth No. 3 production history. Note that the oil production has constantly increased since completion, whereas the gas has remained relatively constant.

These data have reduced the GOR from 60,000 standard cubic feet per barrel to 30,000 standard cubic feet per barrel.

flowing tubing pressure dropped below Cities line pressure of 425 psi and Cities did not have a compressor capacity to switch the well into their low pressure system. Therefor, in order to continue operations on the Lambirth No. 3 a rental compressor was employed in November, 1979, at a rate of \$2899.70 per month for a minimum of six months.

In January, 1980, the Commission informed Enserch that the Lambirth No. 3 was overproduced insofar as

LLY W. BOYD, C.S.A Rt. 1 Box 193-B anta Fe, New Medico 57301 Phone (305) 455-7409

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casinghead gas by 50,000,059 Mcf; however, as shown in Exhibit Number Five, we currently estimate this overage to be 44,897 Mcf as of February 1st, 1980.

In addition, we were also informed in January by Order Number R, as in Robert, -5853-A that the South Peterson-Penn Pool would revert back to 40-acre spacing effective March 1st, 1980.

As you may note, this reversion will reduce the monthly gas allowable from approximately 60-million standard cubic -- 16-million standard cubic feet of gas to 11-million standard cubic feet of gas per month.

is currently being operated at its most efficient rate, which is allowing the oil production to be more competitive with the gas production. This is best demonstrated by Exhibit Number Four, which indicates the oil production has increased since the installation of the compressor.

Q Okay, will you now refer to Enserch Exhibit Number Six?

casinghead gas report from the Commission. This exhibit is presented to verify that Enserch was notified of this overage on the Lambirth No. 3 after November, 1979.

Q. And it was in November that you contracted for a compressor.

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A.			Ri	gh	t.

Q Will you now refer to your Exhibit Number Seven?

Exhibit Number Seven is a compressor rental agreement indicating a rental period from November 15th, 1979, to May 15th, 1980, at a cost of \$2899.70 per month.

Mr. Kersh, is it possible to contract for this compressor for a period of time of less than six months?

No, that was the minimum we could get

A No, that was the minimum we could get the rental for.

And at the current time you're producing into a Cities Service line?

A Right.

And you have to use compression to buck the line pressure, is that correct?

A. Yes.

Q Do you anticipate that the line pressure will remain high?

A. Yes.

Now, Mr. Kersh, if the OCD retains a 2000-to-1 GOR, in your opinion how long -- how will this affect your method of operating the Lambirth No. 3 Well?

A By maintaining the 2000-to-1, we'll probably -- we'll probably have to rent a compressor for six

take from four to six months, because at present we believe that we're operating the well more efficiently at its current rate, which is approximately, about 16, 15-million a month. This way we're reducing the flowing bottom hole pressure, which is allowing more oil to enter the reservoir. Okay, by reducing or increasing the back pressure, which would more or less bring us more in line to the 2000-to-1 GOR after March 1st, this would, in our opinion, promote waste because the oil would not be -- could not compete with the gas production at that time.

Q So would more oil be left in the ground?

A. Yes.

Q Could this result in reservoir damage, in your opinion?

A Yes.

In your opinion, producing the well, the Lambirth No. 3 Well, as you're now producing it, is any reservoir damage resulting from this method of producing ---

a. No

n --- the rate of withdrawal?

A No, it's not.

If you were given a 4000-to-1 GOR, approximately how long would it take you to bring the well

back into balance?

A Okay. Okay, in view of current and future rental compressor requirements, plus a reduced gas limitation due to spacing reversion, Enserch hereby requests that the Commission grant an increase in the gas/oil ratio

March 1st, 1980.

months at the current overage.

In addition, Enserch also requests that the overage on the Lambirth No. 3 Well be accumulated through May, 1980, and at that time the Lambirth No. 3 will be shut in to make up the same.

of 4000-to-1 to the South Peterson-Penn Pool, effective

It would probably take us about two

Would you now summarize for the Examiner

The granting of such will enable Enserch to produce these wells more efficiently, and will not promote waste.

And your request that this be retroactive to March 1 is based on the fact that that's the date that the spacing reverts back 40-acres.

A. Right.

And in your opinion will granting this application be in the interest of conservation, the prevention of waste, and the protection of correlative rights?

A. Yes.

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MR. CARR: At this time, Mr. Examiner, we would offer Applicant's Exhibits One through Seven.

MR. NUTTER: Exhibits One through Seven will be admitted in evidence.

MR. CARR: And I have nothing further on direct.

CROSS EXAMINATION

BY MR. NUTTER:

Mr. Kersh, why is the GOR on this well so much higher than it is on the other well, the No. 4?

A This well, back on initial completion, we originally thought the well was a gas well because it produced 16-million absolute open flow, was all gas with no condensate.

And no condensate.

A. Right. So our beliefs are maybe we're on the edge -- edge of, say, an associated reservoir. We may be perforated -- well, we only have 13 feet, I guess.

O Did you look at the perforated interval in this well? Is it identical to the perforated interval in -- on the No. 3 is it identical to the perforated interval val in the No. 4?

A. No, the No. 4 subsea-wise is higher.

Q Well, I wasn't talking about the struc-

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tural position. I was talking about the zones themselves, the pay.

A It would -- the No. 3 would be lower.

Q It's a different zone, then?

describe the Penn reservoir in the South Peterson Field is disassociated porosity pockets. Now, you'll note back on Exhibit One-A, we indicated the wells which had potential Penn pay.

o Uh-huh.

And as you'll note, well, I'll have to go all the way back to Exhibit Number One, starting in the south the Lambirth No. 5, which was a limited reservoir, you'll note the Penn is not continuous there.

Q Now, where is that No. 5?

A It would be in Section 1.

Q Okay. That's the -- the well is shown with a dry hole symbol.

A Right. Okay, we have -- okay, the No. 4, which would be northeast of 5, is producing.

Okay, the Phillips 3-A Lambirth has

potential Penn pay.

The Enserch 1 has potential Penn pay, but the Phillips 1-A Lambirth did not have any potential Penn pay, nor does the Phillips 2-A Lambirth.

So you have these porosity pockets that are coming in and out as you proceed through the reservoir, is that it?

A Right.

And do you anticipate that these various pockets are filled to a more or lesser degree with gas or with liquid hydrocarbons and that this No. 3 happened to encounter one that had a lot of gas in it and very little liquids to start with?

A I think just from the GOR increasing on the Lambirth No. 4 would more or less indicate that the Penn in this area is associated.

Q Well, the GOR increase in the No. 4 is not due to any change in the amount of gas that's being produced, though, is it?

A. No, not at the present, but the gas did increase from May. It went up to 4-million, to approximately 4-million last May, but the initial completion on the well, the GOR was well over 1700.

Q Let's see, I'm having a hard time following that graph there on that No. 4. The initial point on the GOR there. The GOR's are the circles with the little circles inside them, aren't they?

A. Right. Oh, I see what you're saying, because --

So it originally had a GOR -- that looks

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like it had two GOR's, one at 700 and one at about 13 or 1400. Let me see if I can get this straight. Now, what do you mean by a GOR as opposed to a liquid/gas ratio? Well, I plotted the liquid/gas ratio to more or less indicate if we're having any type of damage. Does this include water, then? No. No, it's just the -- it's just the stock tank barrels of liquid produced divided by the gas produced.

And how does that -- what's that? What's the difference in that compared to the gas/oil ratio?

It's nothing. It's a reciprocal.

Oh, I see, okay. One's liquid over gas and one's gas over liquids, then.

Uh-huh.

Okay. g,

I guess the problem that you may be having with this is, okay, we had -- we had analysis on the Fusselman zone, and the Fusselman, which is approximately 100 feet below the Penn, or greater, had an initial GOR of something like 760. Okay, whereas in the Penn case, we're looking at GOR's which are considerably higher.

> What I'm concerned about here, Mr. Karsh, Q.

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is whether this No. 3 Well was originally producing from a dry gas sand and that the rates of withdrawal were excessive and caused oil to migrate into that sand, because we do have an increase in oil production, while gas production has been rather steady. The gas/oil ratio has radically declined because of this increase in oil production, and if we're having a migration of oil into a small gas cap or whatever it may be, this could result in reservoir damage. Or not reservoir damage, but loss of oil by the wetting of these dry sands.

I don't think so. I think what has probably happened is that upon initial completion, that gas, I mean, you know, it's just -- the oil cannot compete with the gas, due to just permeability difference.

Just the relative permeability. Ø

Right, just the relative perm, and once we put the, you know, the well on stream, you know, we had more back pressure on, and so forth, due to allowable situ-That allowed more oil to more or less migrate into ations. the wellbore and be produced.

Now how much gas is the No. 3 actually Q. producing with the compressor in place now?

with the compressor.

January's producing average was 570 Mcf B. Q.

per day.

Right. A.

Q Yeah, that's a daily average.

A Uh-huh. But it's our belief that by putting a compressor on, we've more or less lowered the flowing bottom hole pressure, which is thus allowing more oil to enter the wellbore and be produced, and by increasing this back pressure, I think we're going back to the same thing we're just going — the oil will not be able to compete with the gas.

Well now, looking at your Exhibit Number

Four, the second page, it would appear that the gas production

with the compressor is now just about equal to what it was

in the first half of 1979 before the pressure dropped and it

wouldn't buck the pipeline any more.

A. Yes.

Q So you've actually just brought the production of gas back up to where it was, really.

A. Uh-huh. If you'll also notice -- okay, the liquid production compared against the same liquid production the first part of '79 was a lot higher.

Q Right.

A We're looking at 100 barrels or more. So

I don't think we're damaging the reservoir. I think we're

producing at the most efficient rate now.

And what are you seeking here? You're seeking a GOR limit for the pool of 4000-to-1.

again.

A.

	Page	
	A 4000-to-1. This will give us the flexi-	
١.,	bility.	
	And you're going to have this completed	
	on rental under contract until May 15th?	
	Right.	
	A So what you're asking is that this shut-	1
	in order for overproduction be suspended until May 15th?	
	i kanalang banggapatèn kanalang kanalang banggapatèn kanalang banggapatèn banggapatèn banggapatèn banggapatèn	
	And then as soon as you release the com-	
,		
>	pressor, then you'd shut the well in.	
1	A. Right.	
	Or curtail production? Which would you	
2	Q Of Caroning	
3	do?	
14	T would shut it in.	
15	Nould it produce at all without a com-	
	Q WOULD TO THE REAL PROPERTY OF THE REAL PROPERTY O	
16	pressor? Must we found is that we can shut it in	3
37	A What we found is that we said it into the	•
18	and it will build up pressure and we can feed it into the	1
19	and of days, but every time "o	
20	the strat five days we started getting all gust	
21	you know, cannot competer	ng
22	La Lhia relative permount	

Right; right. So we'd probably just

shut the well in till we get the compressor going again.

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Just	shut	it	in	and	make	up	this	overage	and	then	go	back	
-,	Fri												

- And then rent a compressor again?
- A Right; right.
- Q I see. And is the well producing today?
- A Yes, it is.
- g so pending this hearing, it's still on production?

Right. We talked to Mr. Sexton in Hobbs about it and he said pending the outcome of the hearing he would allow us to continue operations on the well.

Q I see.

MR. NUTTER: Are there any further questions of the witness? He may be excused.

Do you have anything further, Mr. Carr?

HR. CARR: Nothing further, Mr. Nutter.

MR. NUTTER: Does anyone have anything
they wish to offer in Case Number 6830? If there is nothing
further, we'll take the case under advisement.

(Hearing concluded.)

REPORTER'S CERTIFICATE

I, SALLY W. BOYD, C.S.R., DO HEREBY CERTIFY that the foregoing Transcript of Hearing before the Oil Conservation Division was reported by me; that the said transcript is a full, true, and correct record of the hearing, prepared by me to the best of my ability.

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I do hereby certify that the foregoing is a complete record of the proceedings in the Examiner hearing of Cuse No. 6839

tam, Examiner

Oll Conservation Division

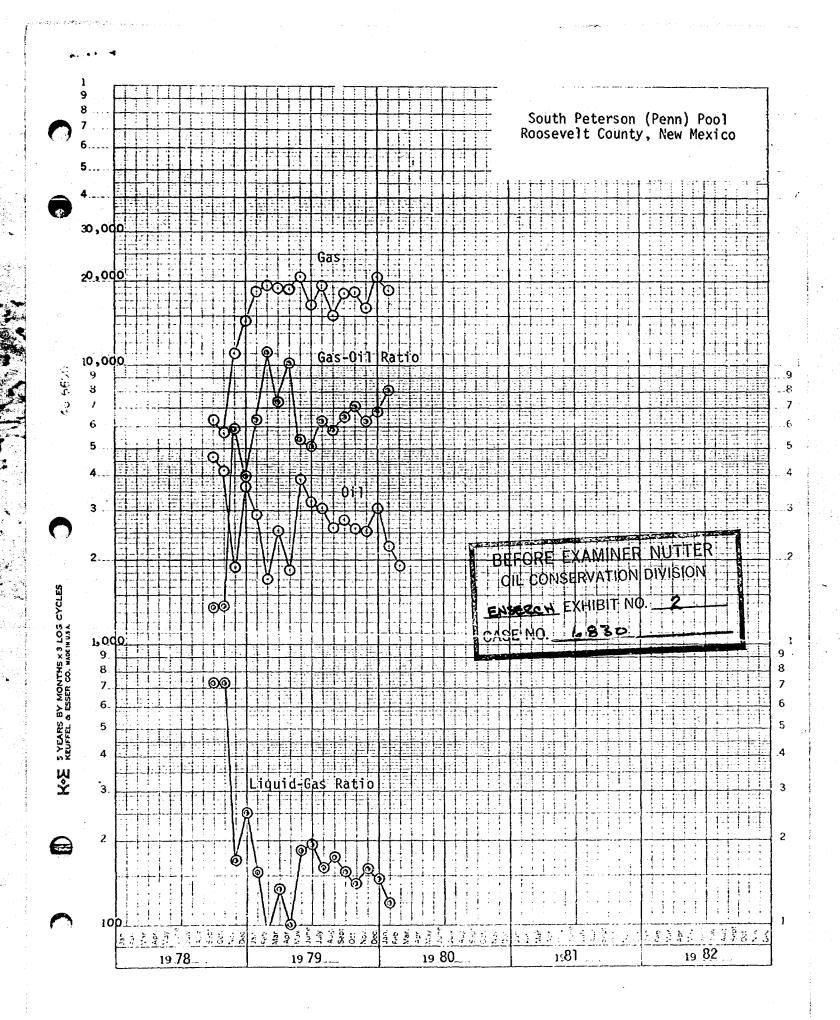
WELL DATA SHEET

Well Name	Net Pay (feet)	Average Porosity (%)	Average Water Saturation (%)
Lambirth No. 1 Lambirth No. 3* Lambirth No. 4* Lambirth No. 5 Lambirth No. 6 Lambirth No. 7	14 13 9 11 5	6.3 8.0 6.8 5.1 4.3 9.2	19.3 23.0 20.5 23.5 19.0
Phillips Wells	• • • • • • • • • • • • • • • • • • •	11.8	25.0
Lambirth No. 3-A Weighted Average	9.61	7.2%	21.4%

Note: All data taken from log calculations.

* Wells currently producing from the Penn

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION
ENSERVE EXHIBIT NO. 1-A
CASE NO. 6830



MONTH/YEAR	OIL PRODUCTION (STB)	GAS PRODUCTION (MCF)	GAS-OIL RATIO (SCF/STB)	CUMULATIVE OIL (STB)
9/78	4,678	6,364	1,360	4,678
10/78	4,188	5,730	1,368	8,866
11/78*	1,880	11,064	5,885	10,746
12/78	3,678	14,642	3,981	14,424
1/79	2,882	18,505	6,421	17,306
2/79	1,706	19,153	11,227	19,012
3/79	2,552	18,828	7,378	21,564
4/79	1,831	18,756	10,244	23,395
5/79	3,871	20,817	5,378	27,266
6/79	3,227	16,426		
7/79	3,075		5,090	30,493
		19,273	6,268	33,568
8/79	2,618	15,078	5,759	36,186
9/79	2,796	18,207	6,512	38,982
10/79	2,583	18,235	7,060	41,565
11/79	2,544	16,149	6,348	44,109
12/79	3,068	20,804	6,781	47,177
1/80	2,255	18,699	8,292	49,432
2/80	1,010	-		51,342

^{*}Lambirth No. 3 placed on stream

011	PRODUCTION (STB)	GAS PRODUCTION (MCF)	GAS-OIL RATIO (SCF/STB)	CUMULATIVE OIL(STB)	CUMULATIVE GAS
	4,678 4,188 1,880 3,678	6,364 5,730 11,064 14,642	1,360 1,368 5,885 3,981	4,678 8,866 10,746 14,424	(MCF) 6,364 12,094 23,158 37,800
	2,882 1,706 2,552 1,831 3,871 3,227 3,075 2,618 2,796 2,583 2,544 3,068	18,505 19,153 18,828 18,756 20,817 16,426 19,273 15,078 18,207 18,235 16,149 20,804	6,421 11,227 7,378 10,244 5,378 5,090 6,268 5,759 6,512 7,060 6,348 6,781	17,306 19,012 21,564 23,395 27,266 30,493 33,568 36,186 38,982 41,565 44,109 47,177	56,305 75,458 94,286 113,042 133,859 150,285 169,558 184,636 202,843 221,078 237,227
	2,255 1,910 n stream	18,699	8,292	49,432 51,342	258,031 276,730

ENSERCH EXPLORATION, INC.

LAMBIRTH NO. 4

Date of Completion:

9-6-78

Elevation (Gr.):

4413'

Perforated Interval:

7696' - 7705'

Initial Potential:

204 BO + 349 MCF + 58 BW, FTP = 350, GOR = 1711

Original Bottom Hole Pressure:

2640 psi (9/12-16/78)

January's Producing Day Average:

65 BO + 123 MCF + 47 BW, GOR = 1892

Cumulative Production:

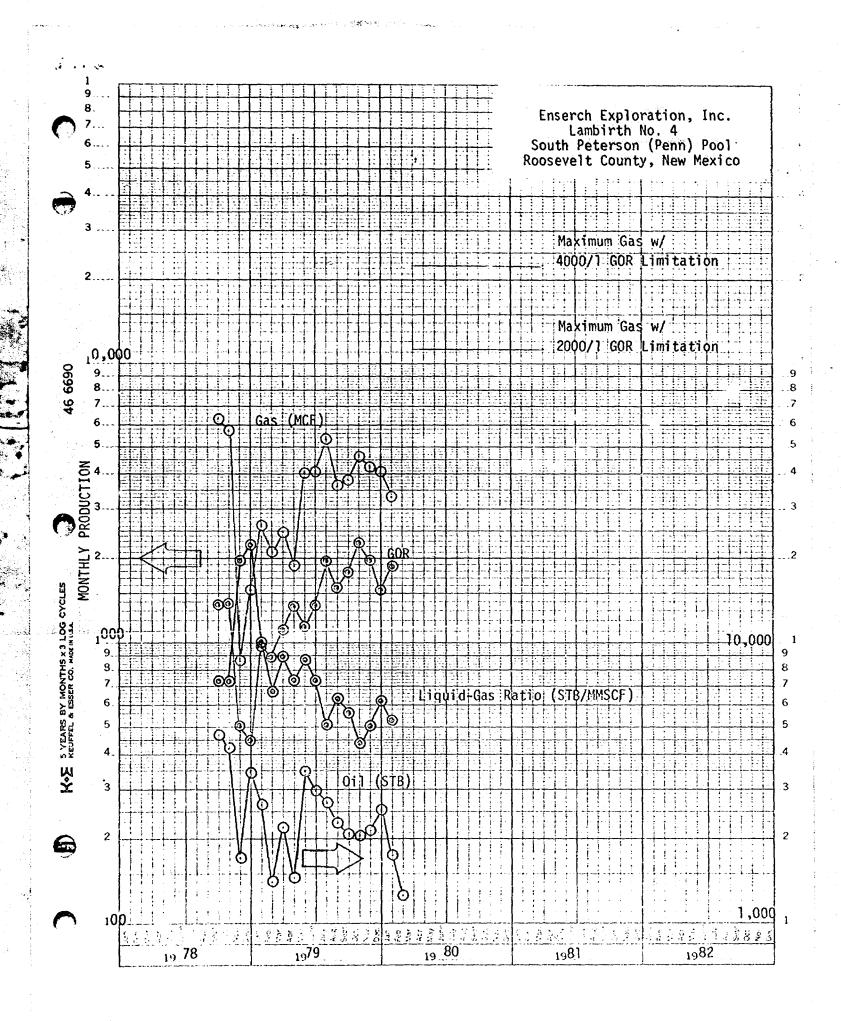
(2/1/80)

43,786 BO + 60,849 MCF

BEFORE EXAMINER NUTTER OIL CONSERVATION DIVISION

ENSEROH EXHIBIT NO. 3

CASE NO. <u>6830</u>



ENSERCH EXPLORATION, INC.

LAMBIRTH NO. 3

Date of Completion:

10-26-78

Elevation (Gr.):

4393'

Perforated Interval:

7702'-7715'

Absolute Open Flow:

16 MMSCFPD - No Condensate

Original Bottom Hole Pressure:

N/A

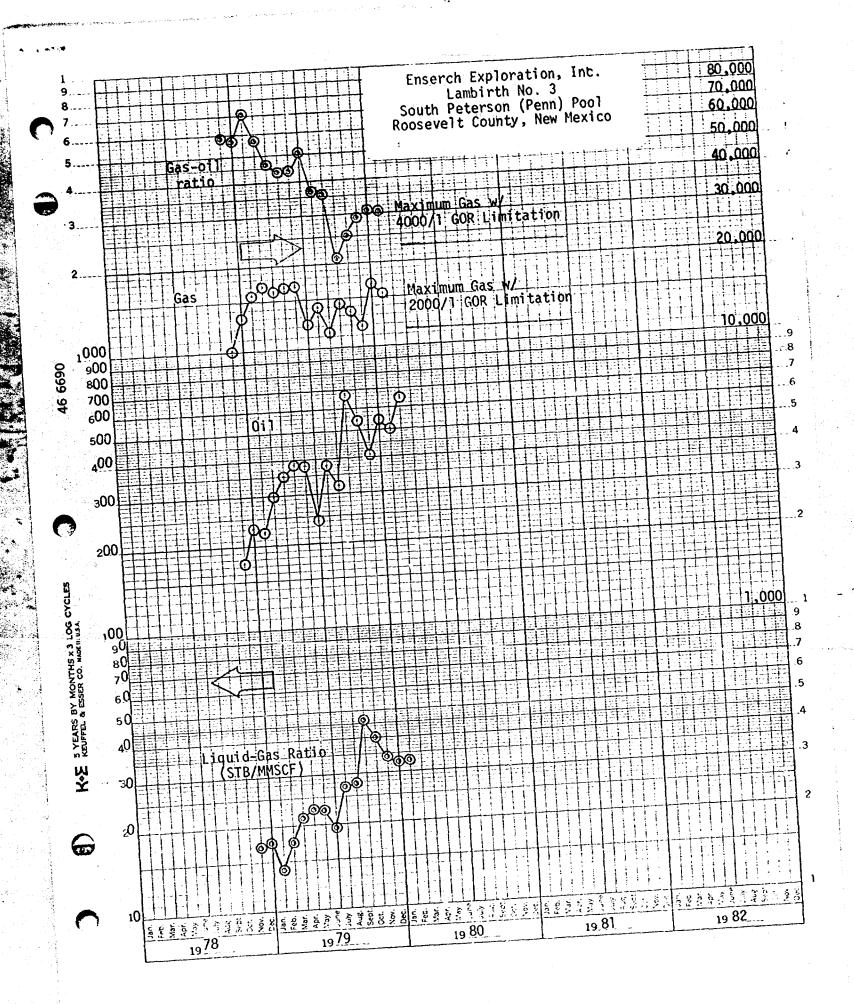
January's Producing Day Average:

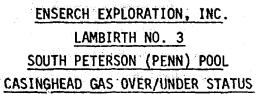
19 BO + 570 MCF, GOR = 30,000

Cumulative Production: (2/1/80)

5646 BO ÷ 215,881 MCF

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION
ENSERCH EXHIBIT NO. 4
CASE NO. 6830





MONTH/YEAR	CASINGHEAD GAS PRODUCTION (MCF)	MONTHLY GAS ALLOWABLE (MCF)	MONTHLY OVER/UNDER STATUS (MCF)	CUMULATIVE OVER/UNDER STATUS (MCF)
10/79 11/79 12/79	13,564 11,907 16,732	16,554 16,020 16,554	(2990) (4113) 178	50,059 45,946 46,124
1/80 2/80 3/80 4/80 5/80 6/80	15,327 11,59 11,59 11,59 11,22	20 22 04 23	(1227) ,188** ,440 ,188 ,440	44,897

BEFORE EXAMINER MUTTER OIL CONSERVATION DIVISION

ENSERON EXHIBIT NO. 5

CASE NO. 6830

^{*} South Peterson (Penn) Pool reverts to 40 acre spacing

^{**} GOR Limitations 4000/1

STATE OF NEW PEXICO
UIL CONSERVATION COMMISSION

P. O. B O X 2 0 8 8

SANTA FE, NEW MEXICO, 87501

DECEMBER 22, 1979

RECEIVED

JAN 1 1 1980

ENSERCH EXPLORATION, INC. BOX 4815 MIDLAND TX 212 CODE 79701

MILLAND PRODUCTION

CUMULATIVE CASINGHEAD GAS OVER PRODUCTION, FOR MONTH ENDING OCTOBER 1979 PAGE 1

PULL - DECRATOR - LEASE HAME WELL U.S. T. R. M. S. POOL AF CSGHD BEG CS3HD CSGHD ENDING DECRETATION OF HERM POOL CUM-J/P HCFM POO

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION

ENSTRUM EXHIBIT NO. 6

CASE NO. _ 6830

			· · · · · · · · · · · · · · · · · · ·	Bulliotherwick and a	
E OF NEW PEXI					
C. BOX 2088 NEW MEXICO,					•
DECEMBER 22, 1979	RECEIVED				
	JAN 1 1 1980				
	MILLAND PRODUCTION		· ·		
WELL US T R M			ENDING OVE-MUD	HGFMPORL	CÓDES OPER LEASE
		16554 13564 #	50.050	00011 50040	
3G 31 5S 33E P	2000 1.000 53049-	10227 13207	50004	0050 0400	255900 404530
3G 31 5S 33E P		10004	צכטינכ		255900 404530
			5:1054	109N 50350	255900 404530
			50054	109N 50350	255900 404530



BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION
EXAMINED NO. 7
CASE NO. 6830

RENTAL AGREEMENT

• • • • • • • • • • • • • • • • • • •	WITH AGE	CESIALDIA I	
THE STATE OF TEXAS)		•	
COUNTY OF MIDLAND			,
· • • • • • • • • • • • • • • • • • • •		Unit No	9150
•		Rental Agree	ment No. N-9150
This Rental Agreement made this		November	, 1979_, between
COMPRESSOR SYSTEMS, INC., a Texas con Enserch Exploration I	poration, hereinafter call	led "Lessor," and	, hereinaster called "Lessee."
Lessor in consideration of the payment of			
the following described personal property, hereir	vafter referred to as "Eo	uipment'':	en e
A. General Description One 63		3" JG2-3 gas co	
by a Roline H884 cooler; Murphy par			
coded; mounted on		and interpedge	SOLUBBOLL MONEY
B. Serial Numbers on Unit Frame	#3		
Engine 18069		_ Cooler04336	
Cylinders #6 #5 for use on lesser's Lambirth #.	3	·	
for use on Lessee's Lambiful #. Rosevelt, NM			Field,
	Cour	ny, Texas, which lease is more p	articularly described as follows:
for a minimum term of Six		(6) months beg	inning the 15 day of
November 19 79, and		5 day of May	, 19 <u>80</u> , m
consideration of which Lessor and Lessee here	by agree to perform the	terms and conditions hereinafte	er set out and to pay the rental
bereinafter set out.	TERMS AND CO	NDITIONS	
1. Lessee shall pay to Lessor monthly	in advance at Lessor's o	ffices in Midland, Midland Cou	nty, Texas, the following rental
plus any sales or use tax:			2000
Monthly Rental Rate for Gas Compressor Monthly Rental Rate for Foundation Bases			100 00
Monthly Insurance Rate	· ·	· · · · · · · · · · · · · · · · · · ·	
Contract Maintenance Monthly Rate			720.00
Total Monthly Payment			s 2899.70
2. Lessee agrees to inspect the equipme			
above described location during the time this R writing, to the contrary, stating the details of a	-		
then condition. Upon acceptance of delivery, I	• •	• •	
and all persons or property in the vicinity of suc			
Lessor harmless from claims as provided for in	paragraph 18 hereunder	r. Lessee agrees to use said equi	pment only for the compression
of gas according to manufacturer's specification	ons and in accordance v	vith the other provisions of this	Rental Agreement, which shall
be considered to be the normal use of same. 3. Lessee agrees to use said equipment	in a careful and prude	ent manner with competent empl	lovees or contractors, and shall
operate the equipment within the manufacturer'			
above. Lessee agrees that its employees or conf	= :		
limited to maintaining the manufacturer's reco		, · · ·	· · · · · · · · · · · · · · · · · · ·
anti-freeze protection in cooling systems, chang	=		
points, making minor adjustments as necessary packing, piston rings and lubricator repairs. L			
Lessee's expense, the above specified routine n			• •
incurred, if after routine investigation Lessor de	etermines that repairs or	services of above nature are was	rranted for the protection of the
unit. Lessee has the option of making recomm	•	• • • •	
submit monthly maintenance reports listing date	es of oil and filter chan	ges, type of oil used, engine valv	e adjustment and parts replaced
or repaired. 4. Lessee agrees to pay for damages t	to the equipment resulti	ng from free water, excessive c	ondensate or foreign solids, or
impurities contained in the gas stream. Lessee f			
to maintain the equipment in accordance with the			
It is agreed for purposes of this paragraph that t			
agrees to carry acceptable all risk insurance coverses agrees that Lessor shall be named as an a			
5. Lessor presently carries and will main			
Lessee shall reimburse Lessor the monthly insu	-	• •	• •
of loss or damage to the equipment not include	d within the terms of L	essor's insurance coverage, ordin	ary wear, tear and deterioration
excepted.	المراجع المستحدد والمراجع المالية	didan a 16 dia ant	atanan ann gamitinad kiristi s
6. Lessee agrees to notify Lessor promp for superintending the loading or unloading, and			
by the Lessor for the sum of \$		ich Lessee will pay. Lessee shall	

expense of said engineer while engaged in said work. The engineer, while engaged in such superintendence and instruction, shall be the

employee of the Lessee and subject et 'trively to the Lessee's direction and control. Lessee "vil not be entitled to reimburgles as compensation for repair parts or lab. Unrished by any party other than Lesser without Lesses something to the time repairs are made, or for any loss or damage resulting from Lessee's loss of use of the equipment following a breakdown thereof.

- 7. If Lessee elects to purchase Contract Maintenance furnished by Lessor, Lessee agrees to notify Lessor promptly in the event of a breakdown. Contract Maintenance Agreement terms are attached as Exhibit A.
- 8. During the first 90 days of this lease, Lessor agrees to make all repairs to the equipment needed in the course of the normal use of the equipment as described herein, except those provided for in paragraphs 3 or 7 above, required to keep same in operating condition, or at its election, to replace said equipment with other equipment equivalent in kind and condition, including the furnishing of all labor and material at its sole expense, provided however, Lessor shall not be obligated to make such repairs or replacements as results from abusive or abnormal use of said equipment or negligence. (Note: Not applicable if contract maintenance is purchased.)
- 9. Lessee agrees to bear all of the cost of disconnecting the equipment prior to returning the equipment to Lessor. Cost of transporting the equipment from Lessor's yard in Midland, Texas, to the lease described above, will be at the expense of Lessee. Transporting the equipment from said lease back to Lessor's yard will be at the expense of Lessee shall not remove the equipment from the lease except with the prior written consent of Lessor.
- 10. The title to the equipment shall always remain in Lessor, and Lessee shall not give or attempt to give, create or allow to be created any conveyance, security interest, lien or encumbrance affecting this equipment. Upon termination of this lease agreement, Lessee shall surrender the equipment to Lessor.
 - 11. Lessee shall pay all ad valorem taxes assessed against the equipment.
- 12. Lessor shall have the right at all times to enter upon the premises where equipment may be located for the purpose of inspecting it or observing its use.
- 13. No covenant or condition of this Rental Agreement can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Rental Agreement or by law or equity despite said forbearance or indulgence. Waiver of any default shall not waive any other default.
- 14. Service of all notices under this agreement shall be sufficient if given personally or mailed, by certified mail, to the party involved at its respective address set forth below, or at such address as such party may provide in writing from time to time. Any such notices mailed to such address shall be effective when deposited in the United States mails, duly addressed and with postage prepaid.
- 15. Any holding over at the expiration of the minimum term shall be on a month-to-month basis at the same rental and under the same terms and conditions as the last month of such minimum rental term; and may thereafter be terminated by either party upon thirty (30) days written notice to the other. Until such notice is given, the terms and conditions of this Rental Agreement shall remain in force and effect until the equipment is returned to Lessor's yard in Midland, Texas.
- 16. It is hereby expressly agreed that in the event of Lessee's default in any payment due, or which may become due hereunder, or a failure by Lessee to observe any of the terms or conditions hereof, or if said property is levied upon or seized by any public officer or receiver, or if Lessee becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against Lessee, or if Lessee makes an assignment for the benefit of creditors, or if any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee in connection with this Rental Agreement shall prove to be false in any material respect when made or furnished, or if Lessor shall in good faith believe that the prospect or payment or performance by Lessee is impaired, or if Lessee dies, Lessor or its agents, may without notice or liability or legal process enter into any premises of or under the control of jurisdiction of Lessee or any agent of Lessee where said equipment may be or by Lessor is believed to be and repossess the equipment, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law. In the event of such notice, the Lessee agrees to then pay all rental due including the unpaid balance of the agreed minimum rental, damages for any injury to the equipment, costs of such removal of said equipment from the possession of the Lessee, and all freight, storage, transportation, and other charges incurred by such removal, shipping, and return to Lessor at its place of business. Lessee hereby waives all rights under exemption laws. Lessee agrees to indemnify and hold Lessor harmless from any and all claims of any nature whatsoever occasioned by the removal of the equipment, whether such claims result from the forfeiture of any oil, gas or mineral tease, damage to a producing reservoir or lease operations, or whatever, and Lessee agrees to pay all of Lessor's attorneys fees which may be occasioned by the removal of the equipment.
- 17. Upon repossession of the equipment, Lessor may, at Lessor's option re-lease the equipment for a term and rental which may be equal to, greater than, or less than the rental and term herein provided. Any rental payments received under a new lease made within that time for the period prior to the expiration of this Rental Agreement, less Lessor's expenses of taking possession, storage, reconditioning and re-leasing, shall be applied on the Lessee's obligations hereunder, and Lessee shall be and remain liable for the balance'of the unpaid aggregate rental set forth above. Lessee's liability shall not be reduced by Lessor's failure to re-let the lease equipment. All past due rental installments and all sums due and payable after default of Lessee shall bear interest at the rate of ten percent (10%) per annum. If any legal proceeding be instituted by Lessor to recover any moneys due and to become due hereunder, Lessee shall pay fifteen percent (15%) of the sum sued for as attorneys fees and in the case of any action for possession of the equipment, a reasonable sum, as attorneys fees, in any event not to be less than Two Hundred Fifty and No/100 Dollars (\$250.00).
- 18. Lessee shall protect, indemnify and save Lessor and its assigns harmless against any and all claims, demands and causes of actions of every kind and character whatsoever, including attorneys fees, arising in favor of any person, including employees of Lessee, on account of personal injuries or death or damages or economic loss, whether direct, indirect, consequential, special or otherwise, to persons or property occurring, growing out of, incident to or resulting directly or indirectly from the use, maintenance, condition or delivery of the equipment during the existence of this Rental Agreement whether such loss, damage, injury or liability arises from or is contributed to by imperfections or defects of the equipment, whether latent or patent and whether of components or of design, or from other causes whatsoever, and Lessee shall provide adequate liability insurance at Lessee's own expense. Lessee further agrees to indemnify the Lessor and hold it harmless from all expenses, including attorneys' fees, caused by or related to any breach by Lessee of the covenants in this agreement. Lessee further agrees to exhibit adequate general liability insurance coverage with specific evidence of contractual liability coverage.
- 19. In addition to any other insurance which the Lessee may be required to carry, Lessee shall maintain in effect the following insurance, at Lessee's sole expense, in insurance companies acceptable to Lessor and shall furnish Lessor with certificates evidencing such insurance on Lessor's insurance form. These certificates shall state that the insurance cannot be cancelled and restrictive modifications cannot be made without giving thirty (30) days prior written notice to Lessor: Worker's Compensation statutory. (Under Worker's Compensation, endorsements shall include U. S. Longshoreman's and Harbor Workers' Compensation Act, when applicable, and Ali States Endorsements.) Employers Liability, \$100,000.00; Comprehensive General Liability, including Contractual Liability coverage for obligations assumed under this contract, Completed Operations/Products and Broad Form Property Damage; Bodily Injury/Property Damage, \$500,000.00 combined single limit. Comprehensive Auto Liability Including Owned, Nonowned & Hired Automobile Coverages, Bodily Injury \$250,000.00 per person, \$500,000.00 per occurrence; Property Damage \$250,000.00 per occurrence; Boiler & Machinery, including Repair or Replacement Coverage \$500,000.00 combined single limit and "All Risks" Property Coverage (Dollar amount based upon specific equipment rented). Lessee agrees that Lessor shall be named on an additional insured under the Boiler & Machinery

and "All Risks" Property policies. It see agrees to incorporate Waiver of Subrogation endorments in Lessor's behalf on the Worker's Compensation, Boiler & Machinery Property policies set forth above. Lessee agrees that waivers of subrogation shall apply, not only to damage to the compressor itself, but to other plant property and equipment of the Lessee. It shall also extend to the loss of use of said equipment, whether insured or uninsured.

- 20. Lessee agrees that Lessor shall in no way be liable for and agrees to indemnify and hold Lessor harmless from any lost production which occurs while the equipment is not operating due to breakdown from any cause whatsoever.
 - 21. Time is of the essence. Lessor's rights hereunder are cumulative and not alternative.
- 22. Lessor may assign its right and delegate its duties under this Rental Agreement. Lessor covenants to and with Lessee that Lessor is empowered to execute the Rental Agreement. Conditioned upon Lessee's performing the conditions hereof, Lessee shall peaceably and quietly hold, possess and use the equipment during said term without hindrance. If Lessor assigns the rents reserved herein or all or any of Lessor's rights hereunder, such assignee's rights shall be independent of any claim of Lessee against Lessor; Lessee on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignment, the term "Lessor" shall be deemed to include or refer to Lessor's assignee, except such assignee's rights shall be independent of any claim of Lessee against the original Lessor as hereinabove provided.
- 23. Neither this Rental Agreement nor Lessee's rights hereunder shall be assignable by Lessee except with Lessor's written consent; the conditions hereof shall bind any permitted successors and assigns of Lessee. Lessee agrees and affirms: That information supplied and statements made by it in any financial or credit statement or application for credit prior to this Rental Agreement are true and correct; that the address of Lessee's residence and place or places of business are those appearing below its signature; that no financing statement which could be construed to cover the equipment rental hereunder, is on file in any public office and there is not adverse lien, security interest, or encumbrances created by Lessee which can attach to said equipment; and THERE ARE NO EXPRESS WARRANTIES. UNLESS THEY APPEAR IN WRITING SIGNED BY THE LESSOR AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE LEASE OF THE EQUIPMENT WHICH EXTEND BEYOND THE FACE HEREOF.
- 24. Lessee will not change or remove any insignia, serial number or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership. If any pit hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. Lessee admits the receipt of a true copy of this Rental Agreement. This Rental Agreement is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason.
- 25. It is the intention of the parties hereto to hereby create a lease on the equipment described herein, and not a conditional sale. To provide solely for the eventuality that a Court might hold this to be a conditional sale, Lessor hereby retains a purchase money security interest to secure payment of the sale price of such equipment as determined by such Court, and Lessee grants to Lessor all rights given to a secured party under the Uniform Commercial Code in addition to Lessor's other rights hereunder. It is the intention of the parties that the equipment shall be deemed personal property and that it not be deemed a fixture, even though it may be attached in some manner to realty. To provide solely for the eventuality that a Court might also hold the equipment to be a fixture, the parties state for the purpose of complying with the legal requirements for a financing statement that collateral is or includes fixtures. The above described equipment is affixed or is to be affixed to the realty described above. The record owner of said real estate is: Record owner(s) of surface and mineral estate subject to the oil, gas and mineral lease, or oil and gas lease, described above

Witness:

Witness:

Witness:

Witness:

By () Stiphu LESSE

.

P. O. Box 4815
Address

Address

Midland, TX 79701
City and State

GUARANTY

FOR VALUE RECEIVED, I, we or any or either of us jointly and severally guarantee the payment of the rentals set out in the above Rental Agreement and waive communication and notice of acceptance hereof.

WITNESS OUR HAND this 15 day of November , 19 79.

SOUTH PETERSON (PENN) POOL

WELL DATA SHEET

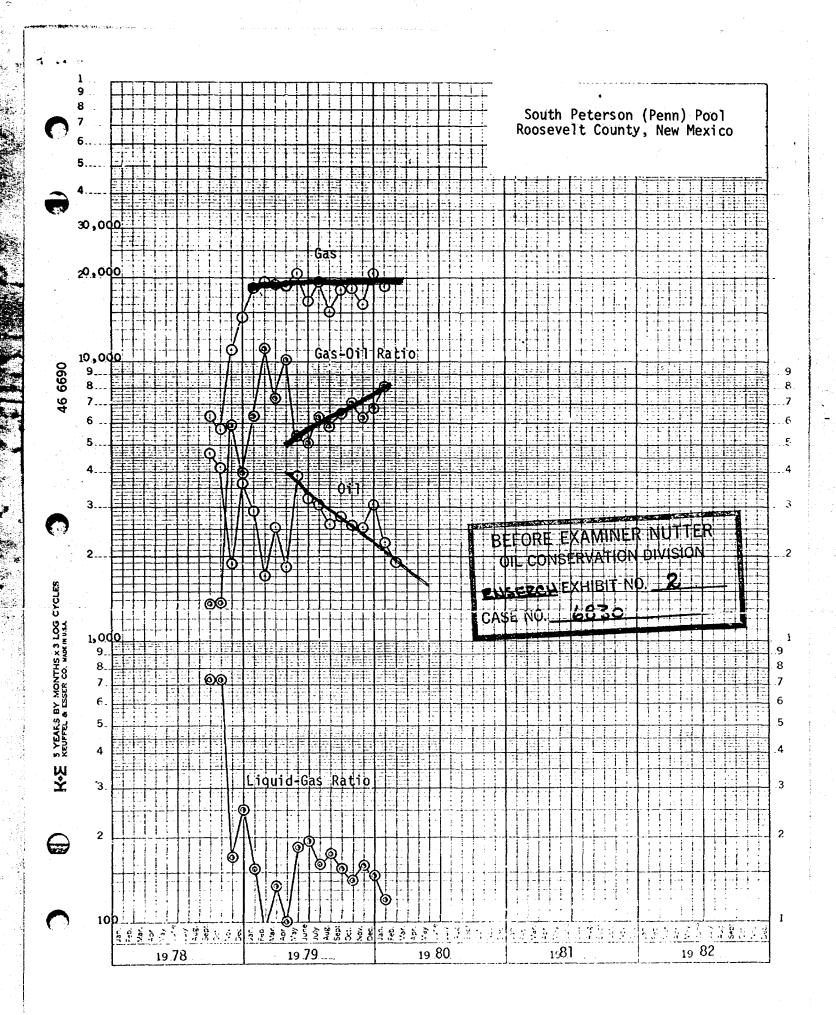
	Net Pay (feet)	Average Porosity (%)	Average Water Saturation (%)
Well Name			
Lambirth No. 1 Lambirth No. 3* Lambirth No. 4* Lambirth No. 5 Lambirth No. 6 Lambirth No. 7	14 13 9 11 5	6.3 8.0 6.8 5.1 4.3 9.2	19.3 23.0 20.5 23.5 19.0
Phillips Wells		11.8	25.0
Lambirth No. 3-A	5 9.6'	7.2%	21.4%
Weighted Average			

Note: All data taken from log calculations.

* Wells currently producing from the Penn

x being evaluated for SWD

BEFORE EXAMINER NUTTER OIL CONSERVATION DIVISION ENSERCH EXHIBIT NO. 1-A



MONTH/YEAR	OIL PRODUCTION (STB)	GAS PRODUCTION (MCF)	GAS-OIL RATIO (SCF/STB)	CUMULATIVE OIL (STB)
9/78	4,678	6,364	1,360	4,678
10/78	4,188	5,730	1,358	8,866
11/78*	1,880	11,064	5,885	10,746
12/78	3,678	14,642	3,981	14,424
1/79	2,882	18,505	6,421	17,306
2/79	1,706	19,153	11,227	19,012
3/79	2,552	18,828	7,378	21,564
4/79	1,831	18,756	10,244	23,395
5/79	3,871	20,817		
6/79			5,378	27,266
7/70	3,227	16,426	5,090	30,493
7/79	3,075	19,273	6,268	33,568
8/79	2,618	15,078	5,759	36,186
9/79	2,796	18,207	6,512	38,982
10/79	2,583	18,235	7,060	41,565
11/79	2,544	16,149		44,109
12/79	3,068	20,804	6,781	47,177
1/80	2,255	18,699	8,292	49,432
2/80	1,910			51,342

^{*}Lambirth No. 3 placed on stream

PRODUCTION (STB)	GAS PRODUCTION (MCF)	GAS-OIL RATIO (SCF/STB)	CUMULATIVE OIL (STB)	CUMULATIVE GAS (MCF)
4,678	6,364	1,360	4,678	6,364
4,188	5,730	1,368	8,866	12,094
1,880	11,064	5,885	10,746	23,158
3,678	14,642	3,981	14,424	37,800
2,882	18,505	6,421 11,227 7,378 10,244 5,378 5,090 6,268 5,759 6,512 7,060 6,348 6,781	17,306	56,305
1,706	19,153		19,012	75,458
2,552	18,828		21,564	94,286
1,831	18,756		23,395	113,042
3,871	20,817		27,266	133,859
3,227	16,426		30,493	150,285
3,075	19,273		33,568	169,558
2,618	15,078		36,186	184,636
2,796	18,207		38,982	202,843
2,583	18,235		41,565	221,078
2,544	16,149		44,109	237,227
3,068	20,804		47,177	258,031
2,255 1,910	18,699	8,292	49,432 51,342	276,730

n stream

ENSERCH EXPLORATION, INC.

LAMBIRTH NO. 4

Date of Completion:

9-6-78

Elevation (Gr.):

44131

Perforated Interval:

7696' - 7705'

Initial Potential:

204 BO + 349 MCF + 58 BW, FTP = 350, GOR = 1711

Original Bottom Hole Pressure:

2640 psi (9/12-16/78)

January's Producing Day Average:

65 BO + 123 MCF + 47 BW,

GOR = 1892

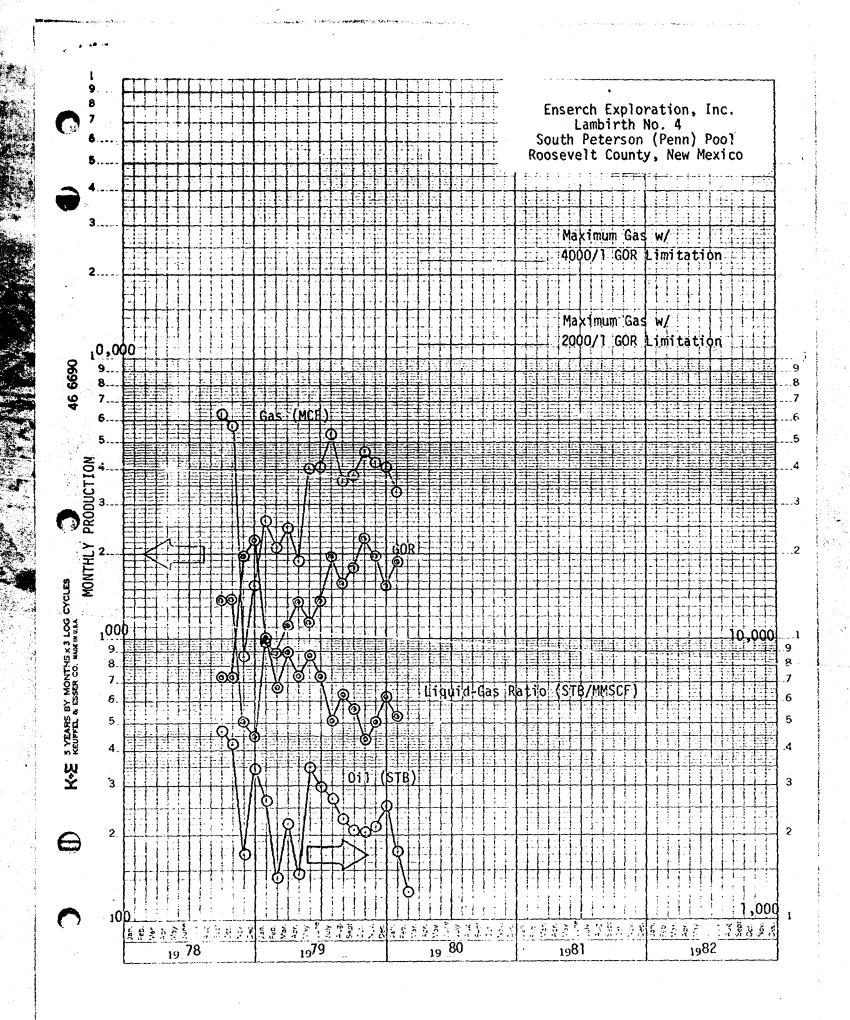
Cumulative Production: (2/1/80)

43,786 BO + 60,849 MCF

BEFORE EXAMINER NUTTER OIL CONSERVATION DIVISION

ENSECH EXHIBIT NO. 3

CASE NO. 6830



ENSERCH EXPLORATION, INC.

LAMBIRTH NO. 3

Date of Completion: 10-26-78 /

Elevation (Gr.): 43931

7702'-7715' Perforated Interval:

16 MMSCFPD - No Condensate Absolute Open Flow:

Original Bottom Hole Pressure: N/A

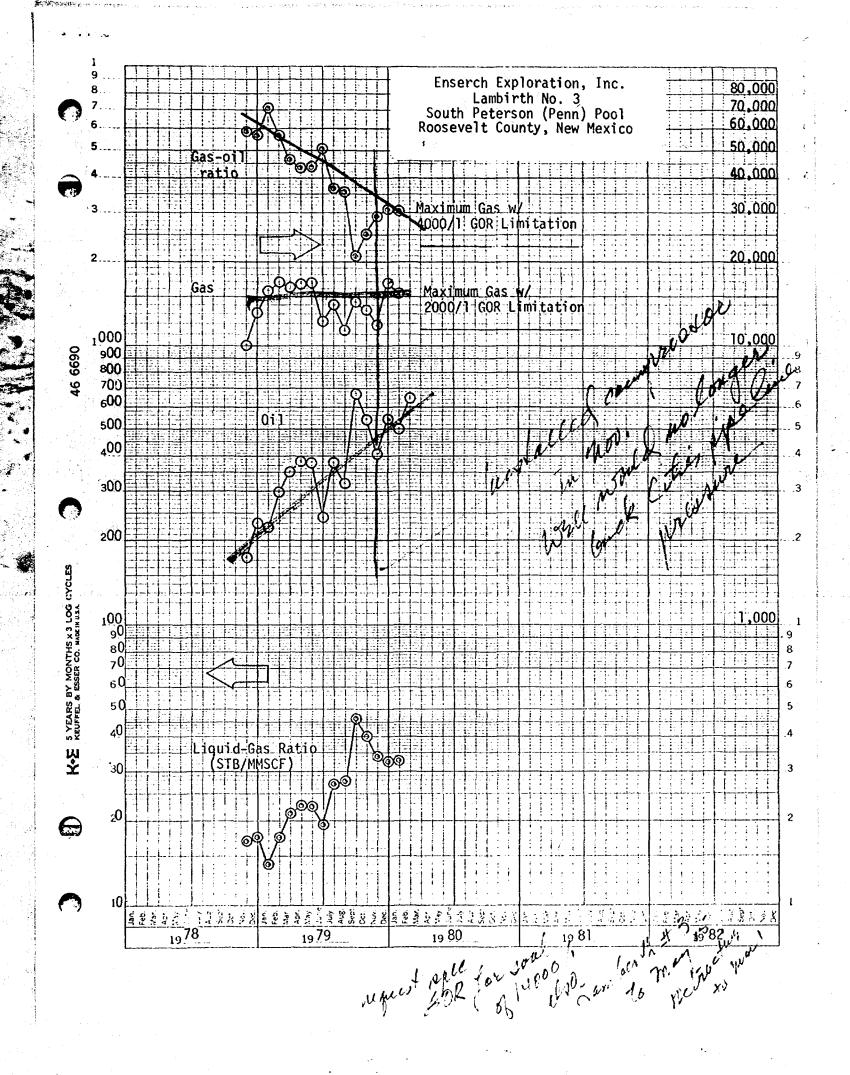
19 BO + 570 MCF, GOR = 30,000 January's Producing Day Average:

5646 BO + 215,881 MCF Cumulative Production:

(2/1/80)

BEFORE EXAMINER NUTTER OIL CONSERVATION DIVISION ENSONAL EXHIBIT NO.

CASE NO. ____6830



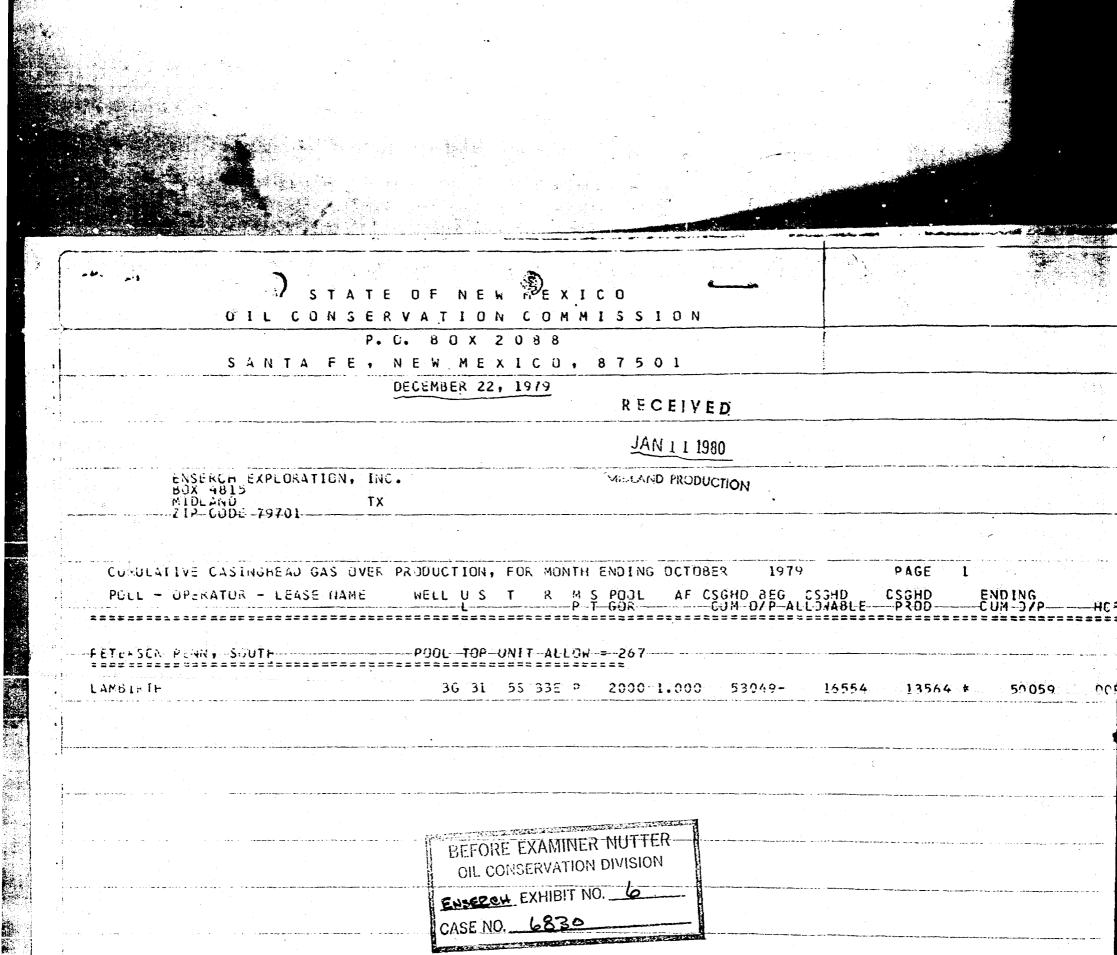
ENSERCH EXPLORATION, INC. LAMBIRTH NO. 3 SOUTH PETERSON (PENN) POOL CASINGHEAD GAS OVER/UNDER STATUS

MONTH/YEAR	CASINGHEAD GAS PRODUCTION (MCF)		MONTHLY GAS ALLOWABLE (MCF)		MONTHLY OVER/UNDER STATUS (MCF)	CUMULATIVE OVER/UNDER STATUS (MCF)
10/79 11/79 12/79	13,564 11,907 16,732		16,554 16,020 16,554	¢.	(2990) (4113) 178	50,059 45,946 46,124
1/80 2/80 3/80 4/80 5/80 6/80	15,327	11,594* 11,220 11,594 11,220	16,554 15,486	23,188** 22,440 23,188 22,440	(1227)	44,897 V
						Grando do

* South Peterson (Penn) Pool reverts to 40 acre spacing

** GOR Limitations 4000/1

BEFORE EXAMINER NUTTER
OIL CONSERVATION DIVISION
ENSERVE EXHIBIT NO. 5



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P. O. B O X 2 0 8 8	MISSION						
E, NEW MEXICO,	87501						
DECEMBER 22, 1979	RECEIVE	D		-			,
	JAN 1 1 198	0_					
ine.	MILLAND PRODUC	TION					
		<u> </u>	<u></u>			2.1	
JVER PRODUCTION, FOR MONT	H ENDING OCTOBE	R 1979	<u></u>	PAGE 1		: · · · · .	
	and the second s	GHD BEG	CSGHD LONABLE	CSGHD I	ND ING	ЭС 1009— м -эн	C CODES
		=======		******			
POOL TOP UNIT ALLO)₩-=-267			Milesan ari estatri, e e principio e una centra del tra uniformità della colorida di la colorida	enter or all code. The purpose of th		
3G 31 5S 33E P	2000-1.000	53049-	16554	13564 *	50059	002N 50350	255800 404530
				e de en la casa de la c			
			<u> </u>		and the second s		
BEFORE EXAMIN	EK MOLIEN B				and the second s		TOPOGRAPHA CONTRACTOR
OIL CONSERVATION	214 Division B						and the state of t
ENSERGH EXHIBIT	NO.						
CASE NO. 683							
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21



BEFORE EXAMINER NUTTER OIL CONSERVATION DIVISION

ENSEROH EXHIBIT NO. 1

CASE NO. _ 6830

RENTAL AGREEMENT

THE STA	TE OF TEXAS)	1				•
COUNTY	OF MIDLAND) .					
•					Unit l	No. 9150	
•				•		il Agreement No.	
Thi	s Rental Agreemer	nt made this	<u>15</u> da	vof Nov	ember		19
COMPRES Ens	ssor systems, erch Expl	INC., a Texas corporation In	oration, hereinafo corporat	er called "Lesso ed		hereina	ifter called "Lessee."
Les	sor in consideratio	n of the payment of	the rentals herein	after set out, he			ee leases from Lessor
		nal property, herein	after referred to a	s "Equipment":			
A.	General Descripti						sor powered
		Murphy pan					Model 48EH
		ounted on		IOII UIIU	THEELDEC	ige serub	JCI MOIN
В.	Serial Numbers of	<u>u</u>	3	·			
•		8069		Cooler	04336	5	
· · ·	Cylinders	#6 #5					
for use on	ressec a	ambirth #3	<u> </u>	Lease,		·	Field,
	Rosevelt	, NM	· · · · · · · · · · · · · · · · · · ·	****	which lease is	more particularly	described as follows:
		six					3.5
	mum term of November			15 day.		nths beginning the May	day of , 1980, in
			ending on the		VI		
hereinafte		or and Lessee hered	by agree to perio	im the terms an	a conditions ne	ereinaiter set out	and to pay the rental
meremance	i sei oui.		TERMS AN	D CONDITION	IS		r •ş • v
1.	Lessee shall pay	to Lessor monthly in	n advance at Les	sor's offices in l	Midland, Midla	nd County, Texas	, the following rental
plus any s	ales or use tax:				•		000.00
		s Compressor					105.00
		undation Bases					74.70
•		hly Rate					720.00
		nt					899.70
							equipment from the
above des	cribed location du	ring the time this Re	ental Agreement	is in force or ell	îect. Unless wit	thin said time Les	see notifies Lessor, in
							d the equipment in its
							equipment and of any
-			• •				ill indemnify and hold
					-		y for the compression
-			ns and in accord	ance with the o	ther provisions	or ims Remai A	greement, which shall
	ered to be the norn	the state of the s	in a careful and	nnudent manne	er with compete	ent employees or	contractors, and shall
	-						scribed in paragraph 2
-	-						ent, including but not
limited to	maintaining the	manufacturer's reco	ommended oil le	vel, water level	and proper lui	brication, maintai	ining proper levels of
•	-						oricating all prescribed
•	-				•		on, compressor valves,
							rials in performing, at
	-						se Lessor for expense
							r the protection of the atractors. Lessee shall
							ent and parts replaced
or repaire					1, 1-1		
		pay for damages to	o the equipment	resulting from	free water, exc	essive condensate	or foreign solids, or
							m abusive use, failure
to mainta	in the equipment i	n accordance with th	is agreement, or	from any neglige	nce on the part	of Lessee, its emp	oloyees or contractors.
It is agree	d for purposes of	this paragraph that t	he equipment des	cribed above has	a value of \$	04,430,0	Lessee
							al to the agreed value.
7.		all be named as an ac					age on the equipment.
							ficate to bear all risks
							tear and deterioration
excepted.		- · · · · · · · · · · · · · · · · · · ·		•	J		

expense of said engineer while engaged in said work. The engineer, while engaged in such superintendence and instruction, shall be the

by the Lessor for the sum of \$_____

6. Lessee agrees to notify Lessor promptly in the event of a breakdown. If the services of an engineer are required by the Lessee for superintending the loading or unloading, and operating or for instructing the employees of the Lessee, such engineer will be furnished

per hour which Lessee will pay. Lessee shall also pay all traveling and living

employee of the Lessee and subject et "issuely to the Lessee's direction and control. Lessee all not excount to temperature of ecompensation for repair parts or lab. urnished by any party other than Lessor without Lesses is consent prior to the time repairs are made, or for any loss or damage resulting from Lessee's loss of use of the equipment following a breakdown thereof.

- 7. If Lessee elects to purchase Contract Maintenance furnished by Lessor, Lessee agrees to notify Lessor promptly in the event of a breakdown. Contract Maintenance Agreement terms are attached as Exhibit A.
- 8. During the first 90 days of this lease, Lessor agrees to make all repairs to the equipment needed in the course of the normal use of the equipment as described herein, except those provided for in paragraphs 3 or 7 above, required to keep same in operating condition, or at its election, to replace said equipment with other equipment equivalent in kind and condition, including the furnishing of all labor and material at its sole expense, provided however, Lessor shall not be obligated to make such repairs or replacements as results from abusive or abnormal use of said equipment or negligence. (Note: Not applicable if contract maintenance is purchased.)
- 9. Lessee agrees to bear all of the cost of disconnecting the equipment prior to returning the equipment to Lessor. Cost of transporting the equipment from Lessor's yard in Midland, Texas, to the lease described above, will be at the expense of Lessee. Transporting the equipment from said lease back to Lessor's yard will be at the expense of Lessee shall not remove the equipment from the lease except with the prior written consent of Lessor.
- 10. The title to the equipment shall always remain in Lessor, and Lessee shall not give or attempt to give, create or allow to be created any conveyance, security interest, lien or encumbrance affecting this equipment. Upon termination of this lease agreement, Lessee shall surrender the equipment to Lessor.
 - 11. Lessee shall pay all ad valorem taxes assessed against the equipment.
- 12. Lessor shall have the right at all times to enter upon the premises where equipment may be located for the purpose of inspecting it or observing its use.
- 13. No covenant or condition of this Rental Agreement can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Rental Agreement or by law or equity despite said forbearance or indulgence. Waiver of any default shall not waive any other default.
- 14. Service of all notices under this agreement shall be sufficient if given personally or mailed, by certified mail, to the party involved at its respective address set forth below, or at such address as such party may provide in writing from time to time. Any such notices mailed to such address shall be effective when deposited in the United States mails, duly addressed and with postage prepaid.
- 15. Any holding over at the expiration of the minimum term shall be on a month-to-month basis at the same rental and under the same terms and conditions as the last month of such minimum rental term; and may thereafter be terminated by either party upon thirty (30) days written notice to the other. Until such notice is given, the terms and conditions of this Rental Agreement shall remain in force and effect until the equipment is returned to Lessor's yard in Midland, Texas.
- 16. It is hereby expressly agreed that in the event of Lessee's default in any payment due, or which may become due hereunder, or a failure by Lessee to observe any of the terms or conditions hereof, or if said property is levied upon or seized by any public officer or receiver, or if Lessee becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against Lessee, or if Lessee makes an assignment for the benefit of creditors, or if any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee in connection with this Rental Agreement shall prove to be false in any material respect when made or furnished, or if Lessor shall in good faith believe that the prospect or payment or performance by Lessee is impaired, or if Lessee dies, Lessor or its agents, may without notice or liability or legal process enter into any premises of or under the control of jurisdiction of Lessee or any agent of Lessee where said equipment may be or by Lessor is believed to be and repossess the equipment, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law. In the event of such notice, the Lessee agrees to then pay all rental due including the unpaid balance of the agreed minimum rental, damages for any injury to the equipment, costs of such removal of said equipment from the possession of the Lessee, and all freight, storage, transportation, and other charges incurred by such removal, shipping, and return to Lessor at its place of business. Lessee hereby waives all rights under exemption laws. Lessee agrees to indemnify and hold Lessor harmless from any and all claims of any nature whatsoever occasioned by the removal of the equipment, whether such claims result from the forfeiture of any oil, gas or mineral lease, damage to a producing reservoir or lease operations, or whatever, and Lessee agrees to pay all of Lessor's attorneys fees which may be occasioned by the removal of the equipment.
- 17. Upon repossession of the equipment, Lessor may, at Lessor's option re-lease the equipment for a term and rental which may be equal to, greater than, or less than the rental and term herein provided. Any rental payments received under a new lease made within that time for the period prior to the expiration of this Rental Agreement, less Lessor's expenses of taking possession, storage, reconditioning and re-leasing, shall be applied on the Lessee's obligations hereunder, and Lessee shall be and remain liable for the balance of the unpaid aggregate rental set forth above. Lessee's liability shall not be reduced by Lessor's failure to re-let the lease equipment. All past due rental installments and all sums due and payable after default of Lessee shall bear interest at the rate of ten percent (10%) per annum. If any legal proceeding be instituted by Lessor to recover any moneys due and to become due hereunder, Lessee shall pay fifteen percent (15%) of the sum sued for as attorneys fees and in the case of any action for possession of the equipment, a reasonable sum, as attorneys fees, in any event not to be less than Two Hundred Fifty and No/100 Dollars (\$250.00).
- 18. Lessee shall protect, indemnify and save Lessor and its assigns harmless against any and all claims, demands and causes of actions of every kind and character whatsoever, including attorneys fees, arising in favor of any person, including employees of Lessee, on account of personal injuries or death or damages or economic loss, whether direct, indirect, consequential, special or otherwise, to persons or property occurring, growing out of, incident to or resulting directly or indirectly from the use, maintenance, condition or delivery of the equipment during the existence of this Rental Agreement whether such loss, damage, injury or liability arises from or is contributed to by imperfections or defects of the equipment, whether latent or patent and whether of components or of design, or from other causes whatsoever, and Lessee shall provide adequate liability insurance at Lessee's own expense. Lessee further agrees to indemnify the Lessor and hold it harmless from all expenses, including attorneys' fees, caused by or related to any breach by Lessee of the covenants in this agreement. Lessee further agrees to exhibit adequate general liability insurance coverage with specific evidence of contractual liability coverage.
- 19. In addition to any other insurance which the Lessee may be required to carry, Lessee shall maintain in effect the following insurance, at Lessee's sole expense, in insurance companies acceptable to Lessor and shall furnish Lessor with certificates evidencing such insurance on Lessor's insurance form. These certificates shall state that the insurance cannot be cancelled and restrictive modifications cannot be made without giving thirty (30) days prior written notice to Lessor: Worker's Compensation statutory. (Under Worker's Compensation, endorsements shall include U. S. Longshoreman's and Harbor Workers' Compensation Act, when applicable, and All States Endorsements.) Employers Liability, \$100,000.00; Comprehensive General Liability, including Contractual Liability coverage for obligations assumed under this contract, Completed Operations/Products and Broad Form Property Damage; Bodily Injury/Property Damage, \$500,000.00 combined single limit. Comprehensive Auto Liability Including Owned, Nonowned & Hired Automobile Coverages, Bodily Injury \$250,000.00 per person, \$500,000.00 per occurrence; Property Damage \$250,000.00 per occurrence; Boiler & Machinery, including Repair or Replacement Coverage \$500,000.00 combined single limit and "All Risks" Property Coverage (Dollar amount based upon specific equipment rented). Lessee agrees that Lessor shall be named on an additional insured under the Boiler & Machinery

and "All Risks" Property policies. I race agrees to incorporate Waiver of Subrogation endorments in Lessor's behalf on the Worker's Compensation, Boiler & Machinery Property policies set forth above. Lessee agrees that a waivers of subrogation shall apply, not only to damage to the compressor itself, but to other plant property and equipment of the Lessee. It shall also extend to the loss of use of said equipment, whether insured or uninsured.

- 20. Lessee agrees that Lessor shall in no way be liable for and agrees to indemnify and hold Lessor harmless from any lost production which occurs while the equipment is not operating due to breakdown from any cause whatsoever.
 - 21. Time is of the essence. Lessor's rights hereunder are cumulative and not afternative.
- 22. Lessor may assign its right and delegate its duties under this Rental Agreement. Lessor covenants to and with Lessee that Lessor is empowered to execute the Rental Agreement. Conditioned upon Lessee's performing the conditions hereof, Lessee shall peaceably and quietly hold, possess and use the equipment during said term without hindrance. If Lessor assigns the rents reserved herein or all or any of Lessor's rights hereunder, such assignee's rights shall be independent of any claim of Lessee against Lessor; Lessee on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignment, the term "Lessor" shall be deemed to include or refer to Lessor's assignee, except such assignee's rights shall be independent of any claim of Lessee against the original Lessor as hereinabove provided.
- 23. Neither this Rental Agreement nor Lessee's rights hereunder shall be assignable by Lessee except with Lessor's written consent; the conditions hereof shall bind any permitted successors and assigns of Lessee. Lessee agrees and affirms: That information supplied and statements made by it in any financial or credit statement or application for credit prior to this Rental Agreement are true and correct; that the address of Lessee's residence and place or places of business are those appearing below its signature; that no financing statement which could be construed to cover the equipment rental hereunder, is on file in any public office and there is not adverse lien, security interest, or encumbrances created by Lessee which can attach to said equipment; and THERE ARE NO EXPRESS WARRANTIES. UNLESS THEY APPEAR IN WRITING SIGNED BY THE LESSOR AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE LEASE OF THE EQUIPMENT WHICH EXTEND BEYOND THE FACE HEREOF.

Owner(s) of said oil and gas lease, or oil, gas and mineral lease 26. "Lessor" and "Lessee" as used in this Rental Agreement shall include the heirs, executors, or administrators, successors or assigns of those parties. 27. If more than one Lessee executes this Rental Agreement, their obligations under this Rental Agreement shall be joint and several. 28. Lessee will, if requested by Lessor, join with Lessor in executing one or more financing statements, as may be described by Lessor, in form satisfactory to Lessor. 29. The law governing this Rental Agreement shall be that of the State of Texas in force at the date of this Rental Agreement. 30. This Rental Agreement contains the full agreement between the parties. No representation or promise has been made by either party to the other as an inducement to enter into this Rental Agreement. Lessor does not in any way or for any purpose become a partner of Lessee, or a joint adventurer, or a member of a joint enterprise with Lessee. 31. Other Conditions or Options: See attached letter. EXECUTED as of the date first above written, in duplicate originals. COMPRESSOR SYSTEMS, INC. By Manally Manally Lessor Enserch Exploration Incorporated By Lessor Lessor P. O. Box 4815 Address Midland, TX 79701	each item of the leased equipment by suitable lettering thereon to i by or deemed invalid under applicable laws or regulations of any but shall not invalidate the remaining provisions hereof. Lessee a Agreement is irrevocable for the full term hereof and for the agg termination of Lessee's right of possession and/or the taking of pe 25. It is the Intention of the parties hereto to hereby create To provide solely for the eventuality that a Court might hold i security interest to secure payment of the sale price of such equ rights given to a secured party under the Uniform Commercial C of the parties that the equipment shall be deemed personal prope in some manner to realty. To provide solely for the eventuality state for the purpose of complying with the legal requirements for	number or lettering on the equipment and shall conspicuously identify indicate Lessor's ownership. If any part hereof is contrary to, prohibited by jurisdiction, such provision shall be inapplicable and deemed omitted admits the receipt of a true copy of this Rental Agreement. This Rental gregate rental herein reserved, and the rent shall not abate by reason of cossession by Lessor or for any other reason. The alease on the equipment described herein, and not a conditional sale, this to be a conditional sale, Lessor hereby retains a purchase money aipment as determined by such Court, and Lessee grants to Lessor all Code in addition to Lessor's other rights hereunder. It is the intention orty and that it not be deemed a fixture, even though it may be attached that a Court might also hold the equipment to be a fixture, the parties or a financing statement that collateral is or includes fixtures. The above scribed above. The record owner of said real estate is: Record owner(s)
assigns of those parties. 27. If more than one Lessee executes this Rental Agreement, their obligations under this Rental Agreement shall be joint and several. 28. Lessee will, if requested by Lessor, join with Lessor in executing one or more financing statements, as may be described by Lessor, in form satisfactory to Lessor. 29. The law governing this Rental Agreement shall be that of the State of Texas in force at the date of this Rental Agreement. 30. This Rental Agreement contains the full agreement between the parties. No representation or promise has been made by either party to the other as an inducement to enter into this Rental Agreement. Lessor does not in any way or for any purpose become a partner of Lessee, or a joint adventurer, or a member of a joint enterprise with Lessee. 31. Other Conditions or Options: See attached letter. EXECUTED as of the date first above written, in duplicate originals. COMPRESSOR SYSTEMS, INC. By Authory Lessor Enserch Exploration Incorporated By Lessor Lesser Witness: P. O. Box 4815 Address	Owner(s) of said oil and gas lease, or oil, gas and mineral lease	
Witness: Witness: Down Description Incorporated By Stephen Systems, INC. By Stephen Lesson Lessee 9 Witness: P. O. Box 4815 Address	27. If more than one Lessee executes this Rental Agreement 28. Lessee will, if requested by Lessor, join with Lessor i Lessor, in form satisfactory to Lessor. 29. The law governing this Rental Agreement shall be the 30. This Rental Agreement contains the full agreement either party to the other as an inducement to enter into this Rental apartner of Lessee, or a joint adventurer, or a member of a joint adventurer.	at of the State of Texas in force at the date of this Rental Agreement. between the parties. No representation or promise has been made by tal Agreement. Lessor does not in any way or for any purpose become enterprise with Lessee.
City and State GUARANTY	Witness: Witness: Avia & Mathis	Enserch Exploration Incorporated By Styling Street LESSOR Enserch Exploration Incorporated By LESSEE 9 P. O. Box 4815 Address Midland, TX 79701 City and State

ENSERCH EXPLORATION, INC.

LAMBIRTH NO. 4

9-6-78 Date of Completion:

4413' Elevation (Gr.):

76961 - 77051 / Perforated Interval:

204 BO + 349 MCF + 58 BW, FTP = 350, GOR = 1711 Initial Potential:

2640 psi (9/12-16/78) Original Bottom Hole Pressure:

65 BO + 123 MCF + 47 BW, GOR = 1892

January's Producing Day Average:

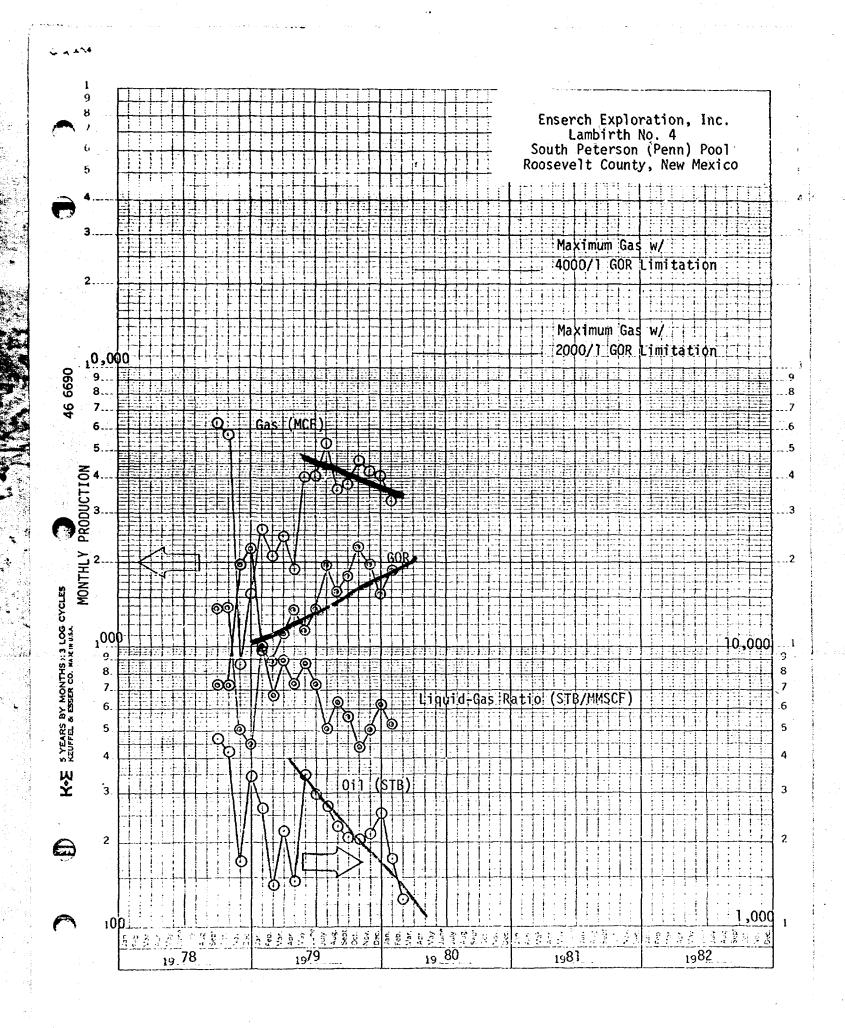
43,786 BO + 60,849 MCF Cumulative Production:

(2/1/80)

BEFORE EXAMINER NUTTER OIL CONSERVATION DIVISION

EUSERCH EXHIBIT NO. 3

THE REPORT OF THE PROPERTY OF THE PARTY OF T



Docket No. 6-80

Dockets Nos. 8-80 and 9-80 are tentatively set for March 26 and April 9, 1980. Applications for hearing must be filed at least 22 days in advance of hearing date.

DOCKET: COMMISSION HEARING - TUESDAY - MARCH 11, 1980

OIL CONSERVATION COMMISSION - 9 A.M. - ROOM 205 STATE LAND OFFICE BUILDING, SANTA FE, NEW MEXICO

CASE 6609: (DE MOVO) (Continued and Readvertised)

Application of Napeco Inc. for pool creation and special pool rules, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks the creation of a new Strawn oil pool for its Benson Deep Unit Well No. 1 located in Unit O of Section 33, Township 18 South, Range 30 East, and special rules therefor, including 160-acre spacing and standard well locations.

Upon application of Yates Petroleum Corporation and Napeco Inc., this case will be heard De Novo pursuant to the provisions of Rule 1220. Applicants allege this is not an "oil" pool but is a "wolatile" oil pool.

CASE 6823: Application of Amoco Production Company for 640-acre carbon dioxide gas well spacing, Harding, Quay, and Union Counties, New Mexico. Applicant, in the above-styled cause, seeks the amendment of Rule 104 of the Division Rules and Regulations to require that wildcat and development carbon dioxide gas wells projected to the Tubb or ilder formations in Harding, Quay, and Union Counties must be located on 640-acre spacing and provation units, and must be located no nearer than 1650 feet to the outer boundary of the tract and not nearer than 330 feet to any interior quarter-quarter section line.

Docket No. 7-80

DOCKET: EXAMINER HEARING - WEDNESDAY - MARCH 12, 1980

9 A.M. - OIL CONSERVATION DIVISION CONFERENCE ROOM, STATE LAND OFFICE BUILDING, SANTA FE, NEW MEXICO

The following cases will be heard before Daniel S. Nutter, Examiner, or Richard L. Stamets, Alternate Examiner:

- ALLOWABLE: (1) Consideration of the allowable production of gas for April, 1980, from fifteen prorated pools in Lea, Eddy, and Chaves County, New Mexico.
 - (2) Consideration of the allowable production of gas for April, 1980, from four proreted pools in San Juan, Rio Arriba, and Sandoval Counties, New Mexico.
- CASE 6813: (Continued from February 21, 1980, Examiner Hearing) (This case will be dismissed.)

Application of Petroleum Development Corporation to amend Order No. R-6196, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks to amend Order No. R-6196 which authorized re-entry of a well at an unorthodox location in the Lusk-Norrow Gas Pool to be dedicated to the N/2 of Section 13, Township 19 South, Range 31 East. Applicant now seeks approval for a new revised location 750 feet from the North line and 660 feet from the West line of said Section 13.

CASE 6834: Application of Conoco Inc. for a dual completion and unorthodox well location, Lea County, New Mexico. (This case will be continued to March 26 and readvertised.)

Applicant, in the above-styled cause, seeks approval for the dual completion (conventional) of its SEMU Burger Well No. 107 at an unorthodox location 2615 feet from the South and East lines of Section 24, Township 20 South, Range 38 East, to produce oil from the Blinebry Oil and Gas and Drinkard Pools.

CASE 6824: Application of American Trading and Production Corporation for a unit agreement, Lea County, New Mexico. Applicant, in the above-styled cause, seeks approval for the Talco Unit Area, comprising 4,800 acres, more or less, of State and Federal lands in Township 26 South, Range 35 East.

CASE 6815: (Continued and Readvertised)

Application of Florida Exploration Company for an unorthodox gas well location, Eddy County, New Mexico. Applicant, in the above-styled cause, seeks approval for the unorthodox location of its Ross Draw Unit Well No. 8, a Wolfcamp gas well 1650 feet from the North and East lines of Section 27, Township 26 South, Range 30 East, the E/2 of said Section 27 being dedicated to the well.

- CASE 6825: Application of Husky Oil Company for approval of infill drilling, Lea County, New Mexico.

 Applicant, in the above-styled cause, seeks a finding that the drilling of its North Shore Woolworth Well No. 5 to be located in Unit E of Section 33, Township 24 South, Range 37 East, Jalmat Pool, is necessary to effectively and efficiently drain that portion of the proration unit which cannot be so drained by the existing well.
- CASE 6826: Application of Tahoe Oil and Cattle Company for compulsory pooling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the Penrose Skelly Pool underlying the SE/4 SE/4 of Section 25, Township 21 South, Range 36 East, to be dedicated to its Browlee Well No. 1 located thereon. Also to be considered will be the cost of recompleting said well and the allocation of the cost thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in recompleting said well.
- Application of Consolidated Oil & Gas, Inc. for compulsory pooling, San Juan County, New Nexico. Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the Gallup CASE 6827: formation underlying the SE/4 of Section 2, Township 30 North, Range 12 West, and in the Mesaverde formation underlying the S/2 of said Section 2, to be dedicated to a well to be drilled at a standard location thereon. Also to be considered will be the cost of drilling and completing said well and the allocation of the cost thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in drilling said well.
- CASE 6828: Application of Etheldred T. Ross for three non-standard gas proration units, Harding County, New Mexico. Applicant, in the above-styled cause, seeks approval of the three following non-standard gas proration units, all in Township 19 North, Range 30 East: a 40-acre unit comprising the SW/4 NE/4 of Section 12; and two 80-ecre units in Section 14, the first comprising the N/2 NW/4 and the second comprising the N/2 SE/4; each of said units would be dedicated to a well to be drilled to the Tubb formation at a standard location thereon.
- Application of Alpha Twenty-One Production Company for approval of infill drilling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks findings that the drilling of its El Paso Tom Federal Wells Nos. 1, 2, and 3, in Units D, E, and F, respectively, of Section 33, Township 25 South, Range 37 East, Langlie Mattix Pool, is necessary to effectively and efficiently drain that portion of the existing proration unit which cannot be drained by the existing well on each of said well's respective proration unit.
- CASE 6830: Application of Enserch Exploration, Inc. for special pool rules or, in the alternative, a special gas-oil ratio, Roosevelt County, New Mexico. Applicant, in the above-styled cause, seeks an order progulgating special pool rules for the South Peterson-Pennsylvanian Field including a special gas-oil ratio of 4,000 to 1, or in the alternative, establishing a special gas-oil ratio of 4,000 to 1 for its Lambirth Well No. 3, located in Unit G of Section 31, Township 5 South, Range 33 East.
 - Application of Yates Petroleum Corporation for an unorthodox gas well location, Eddy County, New CASE 6831: Mexico. Applicant, in the above-styled cause, seeks approval for the recompletion of its State "JH" Well No. 1 in the Wolfcamp thru Cisco formations at an unorthodox location 660 feet from the North and East lines of Section 25, Township 18 South, Range 24 East, the N/2 of said Section 25 to be dedicated to the well.
 - Application of Yates Petroleum Corporation for an unorthodox gas well location, Eddy County, New CASE 6832: Mexico. Applicant, in the above-styled cause, seeks approval for the recompletion of its Cities "JG" Well No. 1 in the Wolfcamp thru Cisco formations at an unorthodox location 660 feet from the South and East lines of Section 13, Township 18 South, Range 24 East, the E/2 of said Section 13 to be dedicated to the well.
- CASE 6833: Application of Harvey E. Yates Company for directional drilling, Lea County, New Mexico. Applicant, in the above-styled cause, seeks authority to directionally drill its Betenbough Well No. 1, the surface location of which is 660 feet from the North line and 1980 feet from the West line of Section 32, Township 13 South, Range 35 East, in such a manner as to bottom it within 100 feet of a point 660 feet from the North line and 1830 feet from the West line of said Section 32 in the Austin-Mississippian Pool.

CASE 5818: (Continued from February 27, 1980, Exeminer Hearing)

Application of Tenneco Oil Company for an NGPA determination, Eddy County, New Mexico.

Applicant, in the above-styled cause, seeks a new onehore reservoir determination for its State HL

11 Hell No. 1 located in Unit N of Section 11, Township 19 South, Range 29 East.

- CASE 6835: Application of Anadarko Production Company for an MGPA determination, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks a new onshore reservoir determination for its New Mexico State "AB" Com. Well No. 1 located in Unit H of Section 36, Township 18 South, Range 28 East.
- CASE 6836: Application of Anadarko Production Company for an NGPA determination, Eddy County, New Mexico.

 Applicant, in the above-styled cause, seeks a new Onshore reservoir determination for its New Mexico "AA" State Well No. 1 located in Unit F of Section 35, Township 18 South, Range 28 East.
- CASE 6837: Application of Curtis Little for compulsory pooling, Rio Arriba County, New Mexico.

 Applicant, in the above styled cause, seeks an order pooling all mineral interests in the Dakota formation underlying the W/2 of Section 7, Township 25 North, Range 3 West, to be dedicated to a well to be drilled at a standard location thereon. Also to be considered will be the cost of drilling and completing said well and the allocation of the cost thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the well and a charge for risk involved in drilling said well.
- GASE 6819: (Continued from February 27, 1980, Examiner Hearing)

Application of V-F Petroleum, Inc. for compulsory pooling, Lea County, New Mexico.

Applicant, in the above-styled cause, seeks an order pooling all mineral interests in the McKee or Devonian formations, or both, underlying four 40-acre units, being the SE/4 SE/4, NE/4 SE/4, NW/4 SE/4, and SW/4 SE/4 of Section 21, Township 23 South, Range 37 East, North Teague Field, each to be dedicated to a well to be drilled at a standard location thereon. Also to be considered will be the cost of drilling and completing said wells and the allocation of the cost thereof as well as actual operating costs and charges for supervision. Also to be considered will be the designation of applicant as operator of the wells and a charge for risk involved in drilling said wells.

CAMPBELL AND BLACK, P.A.

JACY M. CAMPBELL BRUCE D. BLACK MICHAEL B. CAMPBELL WILLIAM F. CARR PAUL R. CALDWELL

POST OFFICE BOX 2208

JEFFERSON PLACE

SANTA FE, NEW MEXICO 87501

TELEPHONE (505) 986-4421

February 21, 1980

Mr. Joe D. Ramey Division Director Oil Conservation Division New Mexico Department of Energy & Minerals Post Office Box 2088 Santa Fe, New Mexico 87501 Case 6830

Re: Application of Enserch Exploration, Inc. for Special Pool Rules, or in the Alternative, a Special Gas-Oil Ratio, Roosevelt County, New Mexico

Dear Mr. Ramey:

Enclosed in triplicate is the application of Enserch Exploration, Inc. in the above-referenced matter.

The applicant requests that this matter be included on the docket for the examiner hearing scheduled to be held on March 12, 1980

Very truly yours

William F. Carr

WFC:1r

Enclosures

cc: Mr. Leonard Kersh

BEFORE THE

OIL CONSERVATION DIVISION

NEW MEXICO DEPARTMENT OF ENERGY AND MINERALS

IN THE MATTER OF THE APPLICATION OF ENSERCH EXPLORATION, INC. FOR SPECIAL POOL RULES, OR IN THE ALTERNATIVE, A SPECIAL GAS-OIL RATIO, ROOSEVELT COUNTY, NEW MEXICO.

No. 6830

APPLICATION

Comes now ENSERCH EXPLORATION, INC., by their undersigned attorneys, and hereby makes application for an order promulgating special pool rules for the South Peterson Penn Field including a special gas-oil ratio of 4,000 to 1, or in the alternative, establishing a special gas-oil ratio of 4,000 to 1 for its Lambirth Well No. 3, located in Unit G of Section 31, Township 5 South, Range 33 East, Roosevelt County, New Mexico and in support of this application would show the Commission:

- 1. That applicant's Lambirth No. 3 Well is completed in the Pennsylvanian formation capable of producing oil and casinghead gas in paying quantities located 1980 feet from the North and East lines of Section 31, Township 5 South, Range 33 East, Roosevelt County, New Mexico. Said well has substantially overproduced its casinghead gas allowable.
- 2. In October 1979, the pressure in the subject well declined to a point where it could no longer buck the line pressure and, therefore, a compressor was installed. The said compressor, pursuant to the terms of applicant's rental agreement, will remain on this well until May 15, 1980.

- 3. Applicant has been notified by the Hobbs District Office of the Oil Conservation Division that the subject well must be brought into balance or authority must be obtained from the Oil Conservation Division to continue to produce this well until its contract on the compressor expires on May 15, 1980.
 - 4. In order to prevent the economic loss, special pool rules and regulations providing for a special gas-oil ratio of 4,000 to 1 should be promulgated for the subject pool.
 - 5. At the present time, there are only two wells producing from the subject pool. Said wells are not in communication with each other and applicant, therefore, requests, in the alternative, that a special gas-oil ratio of 4,000 to 1 be established for its Lambirth No. 3 Well.
 - 6. Pursuant to the terms of Oil Conservation Division
 Order No. R-5853-A, the spacing for the South Peterson
 Penn Field will be reduced from 80 acres to 40 acres thereby reducing the allowable for the Lambirth No. 3 Well.
 Applicant, therefore, requests that any order resulting
 from this hearing establishing special pool rules or a
 special gas-oil ratio for the subject well be made
 effective as of March 1, 1980.

WHEREFORE, Enserch Exploration, Inc. requests that this application be set for hearing before a duly appointed examiner of the Oil Conservation Division on March 12, 1980, that notice be given as required by law and the rules of the Division and that the application be approved.

Respectfully submitted, CAMPBELL AND BLACK, P.A.

William F. Carr
Post Office Box 2208
Santa Fe, New Mexico 87501
Telephone: (505) 988-4421

BEFORE THE

OIL CONSERVATION DIVISION

NEW MEXICO DEPARTMENT OF ENERGY AND MINERALS

IN THE MATTER OF THE APPLICATION OF ENSERCH EXPLORATION, INC. FOR SPECIAL POOL RULES, OR IN THE ALTERNATIVE, A SPECIAL GAS-OIL RATIO, ROOSEVELT COUNTY, NEW MEXICO.

No. 6830

APPLICATION

Comes now ENSERCH EXPLORATION, INC., by their undersigned attorneys, and hereby makes application for an order promulgating special pool rules for the South Peterson Penn Field including a special gas-oil ratio of 4,000 to 1, or in the alternative, establishing a special gas-oil ratio of 4,000 to 1 for its Lambirth Well No. 3, located in Unit G of Section 31, Township 5 South, Range 33 East, Roosevelt County, New Mexico and in support of this application would show the Commission:

- 1. That applicant's Lambirth No. 3 Well is completed in the Pennsylvanian formation capable of producing oil and casinghead gas in paying quantities located 1980 feet from the North and East lines of Section 31, Township 5 South, Range 33 East, Roosevelt County, New Mexico. Said well has substantially overproduced its casinghead gas allowable.
- 2. In October 1979, the pressure in the subject well declined to a point where it could no longer buck the line pressure and, therefore, a compressor was installed. The said compressor, pursuant to the terms of applicant's rental agreement, will remain on this well until May 15, 1980.

- 3. Applicant has been notified by the Hobbs District Office of the Oil Conservation Division that the subject well must be brought into balance or authority must be obtained from the Oil Conservation Division to continue to produce this well until its contract on the compressor expires on May 15, 1980.
- 4. In order to prevent the economic loss, special pool rules and regulations providing for a special gas-oil ratio of 4,000 to 1 should be promulgated for the subject pool.
- 5. At the present time, there are only two wells producing from the subject pool. Said wells are not in communication with each other and applicant, therefore, requests, in the alternative, that a special gas-oil ratio of 4,000 to 1 be established for its Lambirth No. 3 Well.
- 6. Pursuant to the terms of Oil Conservation Division Order No. R-5853-A, the spacing for the South Peterson Penn Field will be reduced from 80 acres to 40 acres thereby reducing the allowable for the Lambirth No. 3 Well. Applicant, therefore, requests that any order resulting from this hearing establishing special pool rules or a special gas-oil ratio for the subject well be made effective as of March 1, 1980.

WHEREFORE, Enserch Exploration, Inc. requests that this application be set for hearing before a duly appointed examiner of the Oil Conservation Division on March 12, 1980, that notice be given as required by law and the rules of the Division and that the application be approved.

Respectfully submitted, CAMPBELL AND BLACK, P.A.

William F. Carr Post Office Box 2208 Santa Fe, New Mexico 87501 Telephone: (505) 988-4421

BEFORE THE

OIL CONSERVATION DIVISION

NEW MEXICO DEPARTMENT OF ENERGY AND MINERALS

IN THE MATTER OF THE APPLICATION OF ENSERCH EXPLORATION, INC. FOR SPECIAL POOL RULES, OR IN THE ALTERNATIVE, A SPECIAL GAS-OIL RATIO, ROOSEVELT COUNTY, NEW MEXICO.

No. _ 6830

APPLICATION

Comes now ENSERCH EXPLORATION, INC., by their undersigned attorneys, and hereby makes application for an order promulgating special pool rules for the South Peterson Penn Field including a special gas-oil ratio of 4,000 to 1, or in the alternative, establishing a special gas-oil ratio of 4,000 to 1 for its Lambirth Well No. 3, located in Unit G of Section 31, Township 5 South, Range 33 East, Roosevelt County, New Mexico and in support of this application would show the Commission:

- 1. That applicant's Lambirth No. 3 Well is completed in the Pennsylvanian formation capable of producing oil and casinghead gas in paying quantities located 1980 feet from the North and East lines of Section 31, Township 5 South, Range 33 East, Roosevelt County, New Mexico. Said well has substantially overproduced its casinghead gas allowable.
- 2. In October 1979, the pressure in the subject well declined to a point where it could no longer buck the line pressure and, therefore, a compressor was installed. The said compressor, pursuant to the terms of applicant's rental agreement, will remain on this well until May 15, 1980.

- 3. Applicant has been notified by the Hobbs District Office of the Oil Conservation Division that the subject well must be brought into balance or authority must be obtained from the Oil Conservation Division to continue to produce this well until its contract on the compressor expires on May 15, 1980.
- 4. In order to prevent the economic loss, special pool rules and regulations providing for a special gas-oil ratio of 4,000 to 1 should be promulgated for the subject pool.
- 5. At the present time, there are only two wells producing from the subject pool. Said wells are not in communication with each other and applicant, therefore, requests, in the alternative, that a special gas-oil ratio of 4,000 to 1 be established for its Lambirth No. 3 Well.
- 6. Pursuant to the terms of Oil Conservation Division
 Order No. R-5853-A, the spacing for the South Peterson
 Penn Field will be reduced from 80 acres to 40 acres thereby reducing the allowable for the Lambirth No. 3 Well.
 Applicant, therefore, requests that any order resulting
 from this hearing establishing special pool rules or a
 special gas-oil ratio for the subject well be made
 effective as of March 1, 1980.

WHEREFORE, Enserch Exploration, Inc. requests that this application be set for hearing before a duly appointed examiner of the Oil Conservation Division on March 12, 1980, that notice be given as required by law and the rules of the Division and that the application be approved.

Respectfully submitted, CAMPBELL AND BLACK, P.A.

William F. Carr Post Office Box 2208 Santa Fe, New Mexico 87501 Telephone: (505) 988-4421

ROUGH

STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION

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

	CASE NO.	6830	
	Order No.	R-6291	
PLICATION OF ENSERCH	EXPLOR	ATTON, OAD	

2

INCORPORATED, FOR SPECIAL POOL RULES OR, IN THE ALTERNATIVE, A SPECIAL GAS-OIL RATTO, ROOSEVELT COUNTY, NEW MEXICO

ORDER OF THE DIVISION

BY THE DIVISION:

This cause came on for hearing at 9 a.m. on March 12

19 80, at Santa Fe, New Mexico, before Examiner DSN

NOW, on this _____ day of __March __, 19 80 _, the

Division Director, having considered the testimony, the record,
and the recommendations of the Examiner, and being fully advised
in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Division has jurisdiction of this cause and the subject matter thereof.
- (2) That the applicant, Enserch Exploration, Que, is The owner and aperator of several wills in the South Peterson-Fusselman Pool, Roosevelt County, new Meyico.

- (3) That the applicant seeks the promulgation of special rules for said pool, including a provision for a gas-oil ratio limitation of 4000 cubic feet of gas per barrel of oil or, in the alternative, the establishment of a special gas-oil ratio limitation of 4000 to one for one well, its Lambirth Well No. 3, located in Unit G of Section 31, Township 5 South, Range 33 East, NMPM, Roosevelt County, New Mexico.
- (4) That the reservoir characteristics of the subject pool justify the establishment of a gas-oil limitation of 4,000 cubic feet of gas per barrel of liuqid hydrocarbons.
- (5) That in order to afford to the owner in the South

 Peterson-Fusselman Pool the opportunity to economically produce

 his just and equitable share of the oil and gas in the subject

 pool and for this purpose to use his just and equitable share

 of the reservoir energy, a limiting gas-oil ratio of 4,000 cubic

 feet of gas per barrel of liquid hydrocarbons should be established

 for the pool.
- (6) That the required shutting in of any well in the subject pool which is three times overproduced on its casinghead gas allowable should be suspended until May 15, 1980, to permit the continued utilization of certain compression equipment which is contracted for until that date.
- (7) That approval of the application in this case will not cause waste nor impair correlative rights.

IT IS THEREFORE ORDERED:

(1) That effective March 1, 1980, the limiting gas-oil ratio in the South Peterson-Fusselman Pool, Roosevelt County, New Mexico, shall be 4,000 cubic feet of gas for each barrel of liquid hydrocarbons produced; that, effective March 1, 1980, each proration unit in the South Peterson-Fusselman Pool shall produce only that volume of gas equivalent to 4,000 multiplied by the top unit allowable for the pool.

- (2) That the shut-in requirement for wells in the South Peterson-Fusselman Pool which are three times overproduced on their casinghead gas allowable shall be suspended until May 15, 1980...
- (3) That jurisdiction of this cause is retained for the entry of such further orders as the Division may deem necessary.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

DRAFT

dr/

STATE OF NEW MEXICO ENERGY AND MINERALS DEPARTMENT OIL CONSERVATION DIVISION

CASE NO. 6830
Order No. R- 6291-A
APPLICATION OF ENSERCH EXPLORATION, INC.,
FOR SPECIAL POOL RULES OR, IN THE
ALTERNATIVE, / A SPECIAL GAS-OIL RATIO, ROOSEVELT
MUNC PRO TUNC ORDER
BY THE DIVISION:
It appearing to the Division that Order No. R- 6291
dated March 25 , 1980 , does not correctly state the
intended order of the Division,
IT IS THEREFORE ORDERED:
(1) That all references to the South Peterson-Fusselman
Pool, as contained in Findings Nos. (2) and (5), and in Orders
Nos. (1) and (2) of said Order No. R-6291 should be changed to
read "South Peterson-Pennsylvanian Pool."
(2) That this order shall be effective nunc pro tunc as of
March 25, 1980.
DONE at Santa Fe, New Mexico, thisday of April, 1980.