

**STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION**

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

**CASE NO. 13037  
ORDER NO. R-11941**

**APPLICATION OF YATES PETROLEUM CORPORATION FOR APPROVAL  
OF A UNIT AGREEMENT, CHAVES COUNTY, NEW MEXICO.**

**ORDER OF THE DIVISION**

**BY THE DIVISION:**

This case came on for hearing at 8:15 a.m. on March 27, 2003, at Santa Fe, New Mexico, before Examiner William V. Jones.

NOW, on this 22nd day of April, 2003, the Division Director, having considered the testimony, the record and the recommendations of the Examiner,

**FINDS THAT:**

(1) Due public notice has been given, and the Division has jurisdiction of this case and its subject matter.

(2) The applicant, Yates Petroleum Corporation, seeks approval of the BiPlane Federal State Exploratory Unit Agreement for all oil and gas in any and all formations underlying the following described 2,170.72 acres, more or less, of State, federal, and fee lands in Chaves County, New Mexico:

**TOWNSHIP 6 SOUTH, RANGE 27 EAST, NMPM**

Section 3:	Lots 3 and 4 (W/2)
Section 4:	All
Section 9:	All
Section 10:	W/2
Section 15:	W/2
Section 16:	All

(3) Both Section 3 and Section 4, Township 6 South, Range 27 East, NMPM, are survey correction sections and are much smaller than normal.

(4) No interested party appeared at the hearing or otherwise objected to the proposed unit.

(5) The applicant testified that 100 percent of the working interest has ratified the proposed unit agreement.

(6) The primary drilling target is the Wolfcamp Spear interval with analogous production in the Foor Ranch-Wolfcamp Gas Pool.

(7) Approval of the proposed unit agreement should promote the prevention of waste and protection of correlative rights within the unit area.

**IT IS THEREFORE ORDERED THAT:**

(1) Pursuant to the application of Yates Petroleum Corporation, the BiPlane Federal State Exploratory Unit Agreement for all oil and gas in any and all formations underlying the following described 2,170.72 acres, more or less, of State, federal, and fee lands in Chaves County, New Mexico:

**TOWNSHIP 6 SOUTH, RANGE 27 EAST, NMPM**

Section 3:	Lots 3 and 4 (W/2)
Section 4:	All
Section 9:	All
Section 10:	W/2
Section 15:	W/2
Section 16:	All

(2) The plan contained in the unit agreement for the development and operation of the unit area is hereby approved in principle as a proper conservation measure; provided however, notwithstanding any of the provisions contained in the unit agreement, this approval shall not be considered as waiving or relinquishing, in any manner, any right, duty or obligation that is now, or may hereafter be, vested in the Division to supervise and control operations for the unit and production of oil and gas therefrom.

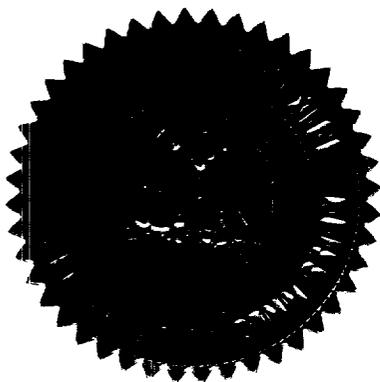
(3) The unit operator shall file with the Division an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof. In the event of subsequent joinder by any other party, or expansion or contraction of the unit area, the unit operator shall file with the Division, within 30 days, copies of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) All plans of: (i) development and operation; (ii) creation, expansion or contraction of participating areas; or (iii) expansion or contraction of the unit area shall be submitted to the Director for approval.

(5) This order shall become effective upon the approval of the unit agreement by the United States Bureau of Land Management and the New Mexico State Land Office. This order shall terminate upon the termination of the unit agreement. The last unit operator shall notify the Division immediately in writing of such termination.

(6) Jurisdiction of this case 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.



STATE OF NEW MEXICO  
OIL CONSERVATION DIVISION

*Lori Wrotenbery*  
LORI WROTENBERY  
Director

SEAL