

TENNECO OIL COMPANY · P. O. BOX 1031 · 1800 WILCO BUILDING · MIDLAND, TEXAS 79701

September 16, 1964

New Mexico Oil Conservation Commission Box 2088 Santa Fe, New Mexico

Attention: Mr. A. L. Porter, Jr.

Gentlemen:

Tenneco Oil Company requests permission to commingle production from our USA-Trigg Lease, SW/4 of Section 8, T-19-S, R-32-E, Lea County, New Mexico, and our USA-Trigg "C" Unit, NW/4 of Section 8, T-19-S, R-32-E, Lea County, New Mexico, both in the Lusk Strawn Pool.

Attached in triplicate are location plats and schematic diagrams of the commingling facilities designed in accordance with the Commission's Manual for the Installation and Operation of Commingling Facilities. The tank battery will be located on the USA-Trigg Lease. Present facilities will be expanded to conform with the attached schematic.

Also attached are: letter of consent to commingle from the U.S.G.S.; Agreement to Commingle Production executed by all parties owning an interest in the above mentioned leases; copy of letter and proof of mailing to the oil transporter; and, Table No. 1 showing the division of lease ownership.

Your early consideration of this request will be appreciated.

Yours very truly,

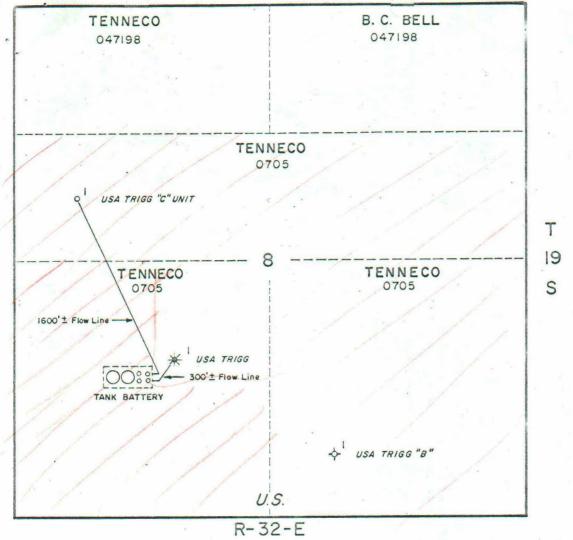
TENNECO OIL COMPANY

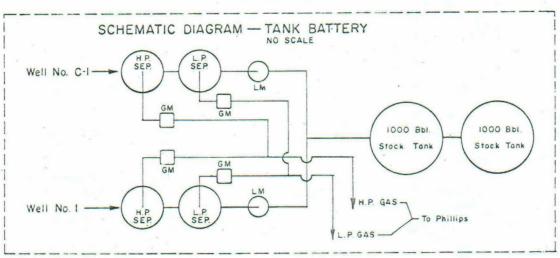
A. W. Lang

District Production Superintendent

LMR:es

Attachment





TENNECO OIL COMPANY SUBSIDIARY OF TENNECO CORPORATION

TENNECO

LUSK AREA

PROPOSED PRODUCTION EQUIPMENT USA TRIGG LEASES



LEGEND

GM - ORIFICE METER (Gas) LM - P.D. METER (Oil)



TENNECO OIL COMPANY · P. O. BOX 1031 · 1800 WILCO BUILDING · MIDLAND, TEXAS 79701

September 16, 1964

Certified Mail - RRR

Texas-New Mexico Pipe Line Company
P. O. Box 1510
Midland, Texas

## Gentlemen:

Tenneco Oil Company is requesting permission from the New Mexico Oil Conservation Commission to commingle production from the USA-Trigg Lease, SW/4 of Section 8, and the USA-Trigg "C" Unit, NW/4 of Section 8, all in T-19-S, R-32-E, Lea County, New Mexico. The tank battery will be located on the USA-Trigg Lease at its present location. Present facilities will be expanded to conform with NMOCC requirements. You are presently taking production from our USA-Trigg Lease and will be taking production from the USA-Trigg "C" Unit upon completion of Well No. 1.

Please send a letter of your consent to commingle production from these leases to the New Mexico Oil Conservation Commission, Attention: A. L. Porter, Jr., Box 2088, Santa Fe, New Mexico 87501, with a carbon copy to us.

Yours very truly,

TENNECO OIL COMPANY

ORIGINAL

A. W. LANG

A. W. Lang

District Production Superintendent

LMR: es

cc: New Mexico Oil Conservation Commission - Santa Fe

RECEIPT FOR CERTIFIED MAIL-20¢	
SENT TO	POSTMARK OR DATE
Julas- MM Gf Co.	
STREET AND NO.	
· Boy 1510	
CITY AND STATE	
midland	
If you want a return receipt, check which if you want to	
when, and address ery, check here	
and when where delivered 50¢ fee	
FEES ADDITIONAL TO 20¢ FEE	
POD Form 3800 CAUTION—NOT FOR INTERNATIONAL MAIL	(See other side)

## AGREEMENT TO COMMINGLE PRODUCTION

WHEREAS, TENNECO OIL COMPANY, a Delaware corporation, hereinafter sometimes referred to as "Lessee", is Lessee and/or Operator
of certain formations covered by those Oil, Gas and Mineral Leases
more particularly described on Exhibit "A" attached hereto and
made a part hereof for all purposes; and

WHEREAS, the other undersigned parties are the owners of leasehold interests, royalty, overriding royalty or other interests in production secured under said leases; and

WHEREAS, it is the desire of said Lessee to meter all of the production from wells draited by Lessee located on said leases or leases and lands pooled or communitized therewith and then store said production in a common tank or in common tanks in order to more efficiently operate said leases with a minimum amount of shrinkage or loss occurring in production during such storage as a result of vapor loss with the benefits to be derived therefrom.

NOW, THEREFORE, the undersigned parties, in consideration of One Dollar and No/100 (\$1.00) and other good and valuable considerations in hand paid, do hereby agree to the method of measuring production from each well by means of positive displacement meters and the storing of such production in a common tank or in common tanks. It is further agreed that production from other leases or communitization or proration unit or units in the vicinity of said leases may also be stored in same common tank or tanks under a similar arrangement with the parties interested in production from said other leases, unit or units; provided accurate equipment is installed to meter such production prior to its entering such common tank or tanks.

As a part of the consideration for this agreement, Lessee agrees to keep accurate records of production obtained from each lease and from each proration unit. Such production shall be measured by positive displacement meters. Lessee further agrees to gauge production sold and take an inventory of production remaining in each tank after each sale and keep accurate records of said quantities sold and remaining inventory.

For purposes of calculating the amount of production attributable to each respective lease or proration unit from which production is being commingled into any common tank or tanks, each respective lease or proration unit will be given credit for the proportion of the total production sold from said common tank or tanks that the amount of production metered from said lease or proration unit bears to the total production metered from all leases and proration units producing into the common tank or tanks subsequent to the date of the last sale. Such amount shall be adjusted by the production in the tank or tanks attributable to each such respective lease or proration unit immediately after the last or the immediately preceding sale. Any difference in the total amount metered and the total amount on hand at the time of sale as a result of shrinkage from vapor loss shall be deducted proportionately from the production otherwise attributable to each lease or proration unit. In other words, production in the tank shall be credited to the respective leases or proration units in the proportion that the amount metered from each lease or proration unit bears to the amount metered from all leases and all proration units, and if, after a sale, production remains in the common tank or tanks, such production shall continue to be owned in the same manner and after calculating the amount of additional production from each lease or proration unit added to the common tank or tanks, the ownership of the next production sold will be computed in such a manner as to give effect to the ownership of stock remaining on hand immediately after the last or the immediately preceding sale.

This instrument may be executed in any number of counterparts with the same force and effect as if all parties hereto had
executed one and the same instrument and shall be binding upon
the parties who do execute said instrument regardless of whether
all parties hereto execute the same.

This agreement shall constitute a covenant running with the aforesaid leases and shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the 15th day of april , 1964.

TENNECO OIL COMPANY

A. N. McDowell,

Agent and Attorney-in-Fact for

TENNECO OIL COMPANY

UNITED STATES OF AMERICA

Supervisor of United States

Geological Survey

John H. Trigg

Dayling W. Maine

AND W

SUPERVISOR

DISTRICT

DISTRICT OITCUCORP

PRQVED

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First National Bank of Roswell Emmett D. White and Ralph Shugart, Trustees under the Will of Harry Leonard, Deceased
FIRST NATIONAL BANK OF ROSWELL
By William Milliam Vice President and Trust Officer
By Mull Mite
By Ralph Shugart
Bryan Bell
Bell

First National Bank of Roswell Emmett D. White and Ralph Shugart, Trustees under the Will of Harry Leonard, Deceased

FIRST NATIONAL BANK OF ROSWELL

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## EXHIBIT "A"

Attached to and made a part of that certain instrument styled AGREEMENT TO COMMINGLE PRODUCTION dated April 15, 1964, by and between TENNECO OIL COMPANY and other parties owning interests in leases described below.

Lease No. 1 Tenneco Lease No. 30100

United States of America Lease No. NM 0750

Lease Date: December 1, 1951

Description: Township 19 South, Range 32 East,

N.M.P.M., Lea County, New Mexico

Section 8: S/2 SW/4, NW/4 SW/4

S/2 N/2, SE/4

Insofar as said lease covers and applies to all formations and horizons underlying the above described lands down to but not below 11,609 feet.

Lease No. 2 Tenneco Lease No. 30101

United States of America Lease No. NM 0750-A

Lease Date: December 1, 1951

Description: Township 19 South, Range 32 East,

N.M.P.M., Lea County, New Mexico

Section 8: NE/4 SW/4

Insofar as said lease covers and applies to all formations and horizons underlying the above described lands down to but not below 11,609 feet.

Lease No. 3 Tenneco Lease No. 30185

United States of America Lease No. NM 047198

Lease Date: October 1, 1959

Description: Township 19 South, Range 32 East,

N.M.P.M., Lea County, New Mexico

Section 8: N/2 NW/4

Insofar as said lease covers and applies to all formations and horizons underlying the above described lands down to but not below 11,750 feet.