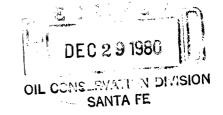
STEVENS OIL COMPANY 919 SECURITY NATIONAL BLDG. P. O. BOX 2203 ROSWELL, NEW MEXICO 88201

December 23, 1980

DON STEVENS CURTIS STEVENS 505-622-7273



Secretary-Director N. M. Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87501

Gentlemen:

Stevens Oil Company seeks an exception to Rule 309-A under the provisions of 309-C to permit the production from its O'Brien "L" lease located in the N/2 and SW/4 Section 6, Township 9 South, Range 29 East, Chaves County, New Mexico, to be transported prior to measurement to its O'Brien "C" abandoned tank battery located in Unit D of Section 1, Township 9 South, Range 28 East, Chaves County, New Mexico for storage thereon. The only current producing wells on the O'Brien "L" lease are the No. 1 well located in Unit C and the No. 2 well located in Unit B of Section 6. The ownership of the O'Brien "L" lease is as follows:

- Stevens Oil Company is the operator with a 93.75% working interest and Tenneco Oil Company has a 6.25% working interest.
- The royalty interest is owned as follows: W. B. O'Brien et al, 87.5% and Marshall & Winston, Inc., et al 6.25%.

The ownership of Unit D of Section 1, Township 9 South, Range 28 East, Chaves County, New Mexico is as follows:

- 1. Stevens Oil Company is the operator with a 100% working interest.
- 2. The royalty interest is the same as in the "L" lease.

Enclosed is a plat showing the wells on the leases and the location of the projected tank battery and flowlines. The tank battery has been located in this site to take advantage of shorter existing roads and the existing excellent tank battery on the "C" lease. The surface owners of the land prefers this location since Secretary-Director

less road will be caliched, it will not be necessary to caliche additional roadways and it tends to concentrate tank batteries rather than having them scattered throughout the field. The applicant further states:

- 1. All production between the two leases is from the same common source of supply.
- 2. Commingling of production from the two leases will not result.
- 3. There will be no intercommunication of the handing, separating, treating, or storage facilities designated to each lease.
- 4. All parties owning a working or royalty interest in the lease have consented in writing to the off-lease storage or will consent in writing to the off-lease storage or have been mailed registered certified mail of Stevens Oil Company's intent to transport as set out herein. Evidence of the above will be furnished the Division shortly.

Yours very truly,

STEVENS OIL COMPANY

DGS/rpt

Enclosures

