

**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. 13645
ORDER NO. R-12512**

**APPLICATION OF RUBICON OIL & GAS, L.L.C. FOR APPROVAL OF A UNIT
AGREEMENT, LEA COUNTY, NEW MEXICO.**

ORDER OF THE DIVISION

BY THE DIVISION:

This case came on for hearing at 8:15 a.m. on February 16, 2006, at Santa Fe, New Mexico, before Examiner David R. Catanach.

NOW, on this 27th day of February, 2006, 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, Rubicon Oil & Gas, L.L.C. ("Rubicon"), seeks approval of the Hightower State Exploratory Unit Agreement for all oil and gas in any and all formations from the surface to the base of the Devonian formation underlying the following-described 2,080 acres, more or less, of State lands in Lea County, New Mexico:

TOWNSHIP 12 SOUTH, RANGE 33 EAST, NMPM

Section 15:	All
Section 22:	All
Section 23:	NW/4
Section 27:	All

(3) The applicant presented evidence that demonstrates that:

(a) the primary objective within the Hightower State Exploratory Unit is the Wolfcamp interval; and

- (b) the initial well will be drilled at a standard gas well location 660 feet from the North and East lines (Unit A) of Section 27, Township 12 South, Range 33 East.
- (4) No other interested party appeared at the hearing or otherwise objected to the proposed unit.
- (5) 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 Rubicon Oil & Gas, L.L.C., the Hightower State Exploratory Unit Agreement is hereby approved for all oil and gas in any and all formations from the surface to the base of the Devonian formation underlying the following-described 2,080 acres, more or less, of State lands in Lea County, New Mexico:

TOWNSHIP 12 SOUTH, RANGE 33 EAST, NMPM,

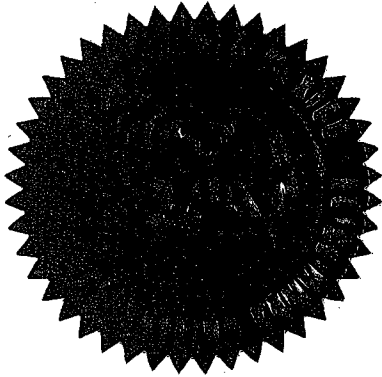
Section 15:	All
Section 22:	All
Section 23:	NW/4
Section 27:	All

- (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 Commissioner of Public Lands for the State of New Mexico. 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.



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STATE OF NEW MEXICO
OIL CONSERVATION DIVISION

A handwritten signature in dark ink, appearing to read 'Mark E. Fesmire', written over the printed name.

MARK E. FESMIRE, P.E.
Director