

HUMBLE OIL & REFINING COMPANY

MIDLAND, TEXAS

J. W. HOUSE

January 12, 1956

File: 6-1 New Mexico

Mr. Warren Mankin
New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Dear Sir:

Enclosed herewith is a photostatic copy of Communitization Agreement together with Certificate of Approval by Commissioner of Public Lands. Kindly enter these photostatic copies as Exhibit No. 1 in Case No. 989.

Yours very truly,

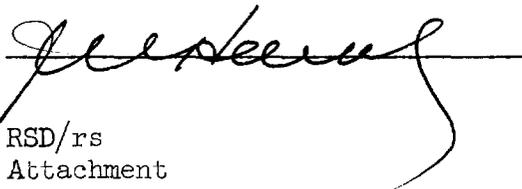
HUMBLE OIL & REFINING COMPANY

J. W. HOUSE



BY: R. S. DEWEY

APPROVED:



RSD/rs
Attachment

cc: Mr. Clarence E. Hinkle
First National Bank Building
Roswell, New Mexico
wo/attachment

OIL CON. REVISION TIME
app. 989
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above the top of the Blinsbry formation to 300 feet below the top of the Tubb formation underlying said lands, which are hereinafter referred to as "communitized substances". For the purposes of this agreement, a gas well is defined as a well producing with a gas-oil ratio in excess of 100,000 cubic feet of gas per barrel of oil.

5 That Humble Oil & Refining Company, a corporation, of Houston, Texas is hereby designated as the operator of the communitized area for the purpose of operating and developing the same in accordance with the terms of this agreement and the operating agreement hereinafter referred to.

6 All matters of operation shall be under the exclusive control and governed by the operator in accordance with the terms of this agreement; subject, however, to such limitations as may be provided in the operating agreement entered into simultaneously herewith and when the working interest owners in the oil and gas leases hereinafter, which said operating agreement shall govern the allocation between the parties hereto of all expenses incurred by the operator in the development and operation of the communitized area and shall govern the accounting procedure to be followed in connection therewith.

7 The communitized area shall be developed and operated as an oil and gas field and all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold committed hereto bears to the entire leasehold interests on an acreage basis committed to this agreement.

8 The royalties payable under the respective leasehold interests committed to this agreement and overriding royalties or obligations payable out of production, if any, shall be paid by the individual lease owners out of the communitized substances allocated to the respective leasehold interests as provided in the preceding Section 5.

9 Each of the respective lease owners of the leases committed to this agreement shall be responsible for the payment of any rentals which may become due and payable under the terms of the respective

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COMMUNITIZATION AGREEMENT

THIS AGREEMENT, made and entered into this the 4th day of March, 1955, by and between Tide Water Associated Oil Company of Tulsa, Oklahoma, party of the first part, and the Humble Oil & Refining Company a corporation with offices at Houston, Texas, party of the second part, hereinafter referred to as Operator.

WITNESSETH:

WHEREAS, the parties hereto own working, royalty or other leasehold interests or operating rights under the oil and gas leases covering the lands hereinafter described, which said interests are more particularly described by the schedule attached hereto, made a part hereof and for purposes of identification marked Exhibit A; and

WHEREAS, the parties hereto desire to communitize or pool their respective leasehold interests to form a proration unit in accordance with the rules and regulations of the New Mexico Oil Conservation Commission for the Blinbry pool for the purpose of developing and producing dry gas and associated liquid hydrocarbons therefrom in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by law to consent to and approve communitization or pooling agreements for the purpose of pooling separate tracts to form spacing or proration units in conformity with the rules and regulations of the New Mexico Oil Conservation Commission.

NOW THEREFORE, in consideration of the premises and the mutual advantages of the parties hereto, it is mutually agreed between the parties hereto as follows:

1. The following described land situated in Lea County, New Mexico, hereinafter referred to as the communitized area, shall be the lands covered by this agreement, to-wit:

3½ Section 10, T. 21 S., R. 37 E., N.M.P.M.,
containing 320 acres, more or less.

2. This agreement shall only extend to and include the dry gas and associated liquid hydrocarbons which may be produced from 75 feet

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shall, in such event, only be effective as to the provisions hereof which are contained in Section 10 and the provisions hereof shall be conformed thereto the same as if this agreement, in the first instance, only covered the SE $\frac{1}{4}$ of Section 10, T. 21 S., R. 3. E., N.M.P.M.

12 This agreement shall be effective as of the date hereupon execution by all of the parties hereto and shall remain in full force and effect for a period of two years and thereafter after its communitized substances are a part of the community of the communitized area.

13 The covenants hereof shall be considered as continuing with the ownership of the respective houses or lots hereunto and shall extend to the heirs, personal representatives, successors and assigns of the parties hereto.

14 This agreement may be executed in any number of counterparts, no one of which needs to be signed by all of the parties hereto, and each of which, when ratified or consented to by separate instrument in writing, and referring hereto and shall be binding upon its party or parties, and each such a counterpart, ratification or consent shall have the same full force and effect as if all parties had signed the instrument.

IN WITNESS WHEREOF, the parties hereto have signed and affixed their seal and hand to this instrument as of the day and year first above written.

ATTEST:

[Signature]
Secretary

HUMBLE OIL & REFINING COMPANY

[Signature]
Vice-President
OPERATING

ATTEST:

[Signature]
Secretary

MIDE WATER ASSOCIATED COMPANY

By [Signature]
President

STATE OF TEXAS

COUNTY OF HARRIS

On this 6 day of April, 1955, before me personally appeared DAVID FRAME, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Humble Oil & Refining Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority

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leases and except as expressly modified by this agreement, said leases shall remain in full force and effect according to their terms and conditions.

8. There shall be no obligation of the operator or any of the owners of the well to install any device or devices to offset any dry gas well or wells which are not covered by this agreement. If any well or wells in the communitized area is now or may hereafter be divided, none of the lease owners be required to remove any toxic substances by reason of the diverse ownership. The obligations herein contained shall not be the obligation of the respective owners to protect the communitized area from any toxic substances by a well or wells which may be drilled affecting the area.

9. The commencement, completion, continuation, operation, production, continued operation or production, cessation of production, interests committed to this agreement, and operations in the communitized area, and operations or production pursuant to this agreement shall be deemed to be operations upon and production from the interest committed hereto.

10. Production of communitized substances and disposal thereof shall be in conformity with allocation, allocation, and disposal fixed by any duly authorized person or regulatory body under applicable state statutes. This agreement shall be subject to all applicable laws, orders, rules and regulations, and in the event of a forfeiture or be liable for damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by or if such failure results from, compliance with any other laws, orders, rules or regulations.

11. In the event the communitized area referred to herein is not approved by the New Mexico Oil Conservation Commission as a production unit and it is necessary because thereof to consider the NE $\frac{1}{2}$ and SW $\frac{1}{4}$ of said Section 10 as separate production units, this agreement

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SCHEDULE SHOWING OWNERSHIP OF
LEASEHOLD AND MINERAL INTERESTS
OF COMMUNITIZED AREA

1. Lease of Humble Oil & Refining Company Lease dated June 9, 1932, bearing No. 4-232, issued by the State of New Mexico acting by and through its Commissioner of Public Lands to the Humble Oil & Refining Company, covering the NE 1/4 of Section 10, T. 21 S., R. 30 E., containing 40 acres of land.

Overriding Royalties None

2. Lease of Tide Water Associated Oil Company Lease dated June 10, 1941, bearing No. 15-111, issued by the State of New Mexico acting by and through its Commissioner of Public Lands to the Tide Water Associated Oil Company, covering the NE 1/4 of Section 10, T. 21 S., R. 30 E., containing 40 acres of land.

Overriding Royalties None

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of its Board of Directors, and said _____
acknowledged said instrument to be the free act and deed of said cor-
poration.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal on this, the day and year last above written.

Walter B. Beard Notary Public
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

August 7, 1964

STATE OF TEXAS }
COUNTY OF TARRANT } 88

On this 14 day of March, 1964, before me personally
appeared J. E. ROHN, to me personally known, who,
being by me duly sworn, did say that he is the Vice- President of
Tide Water Associated Oil Company, and that the seal affixed to said
instrument is the corporate seal of said corporation, and that said
instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors and said J. E. ROHN
acknowledged said instrument to be free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal on this, the day and year last above written.

Walter B. Beard Notary Public

My Commission Expires:

August 7, 1964

CERTIFICATE OF APPROVAL BY
COMMISSIONER OF PUBLIC LANDS
OF THE STATE OF NEW MEXICO
OF COMMUNITIZATION AGREEMENT COVERING
S $\frac{1}{2}$ Section 10, T. 21 S., R. 37 E., N.M.P.M.,
LEA COUNTY, NEW MEXICO

That I, E. S. Walker, Commissioner of Public Lands of the State of New Mexico, certify that the foregoing Communitization Agreement was filed in my office on the _____ day of April, 1955, and I have carefully considered the same and find:

(a) That said Communitization Agreement covers the S $\frac{1}{2}$ Section 10, T. 21 S., R. 37 E., containing 320 acres, more or less, situated in Lea County, New Mexico, which lands are located within the defined limits of the Blinebry gas pool and that under the rules of the New Mexico Oil Conservation Commission which have been promulgated subsequent to the execution of said Communitization Agreement, the standard proration unit consists of 160 acres, instead of 320 acres, and each quarter-section of the said S $\frac{1}{2}$ Section 10 would normally constitute separate proration units and in order for the entire S $\frac{1}{2}$ of said Section 10 to be considered as a proration unit, it will be necessary that the same be approved by the New Mexico Oil Conservation Commission; that Operator is desirous of drilling a well in accordance with the terms of said Communitization Agreement upon the SE $\frac{1}{4}$ of said Section 10 and the parties to said Communitization Agreement have provided, in the operating agreement entered into in connection therewith, that in the event the New Mexico Oil Conservation Commission does not approve the entire S $\frac{1}{2}$ of said Section 10 as the proration unit in connection with said well, that the SE $\frac{1}{4}$ thereof shall constitute the proration unit and in such event, that the Communitization Agreement shall be limited to said SE $\frac{1}{4}$ of Section 10.

(b) That under the operations proposed, the State will receive its fair share of the recoverable gas and associated liquid hydrocarbons in place under its lands in the area affected.

(c) That the agreement is in other respects for the best interest of the State.

NOW THEREFORE, by virtue of the authority conferred upon me by the laws of the State of New Mexico, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the above referred to Communitization Agreement as to such lands as may constitute the proration unit in connection with the well to be drilled upon the SE $\frac{1}{4}$ of Section 10, T. 21 S., R. 37 E., as may be approved by the New Mexico Oil Conservation Commission, and the oil and gas leases embracing lands of the State of New Mexico committed to said agreement covering such proration unit shall be and the

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PUBLIC LAND OFFICE

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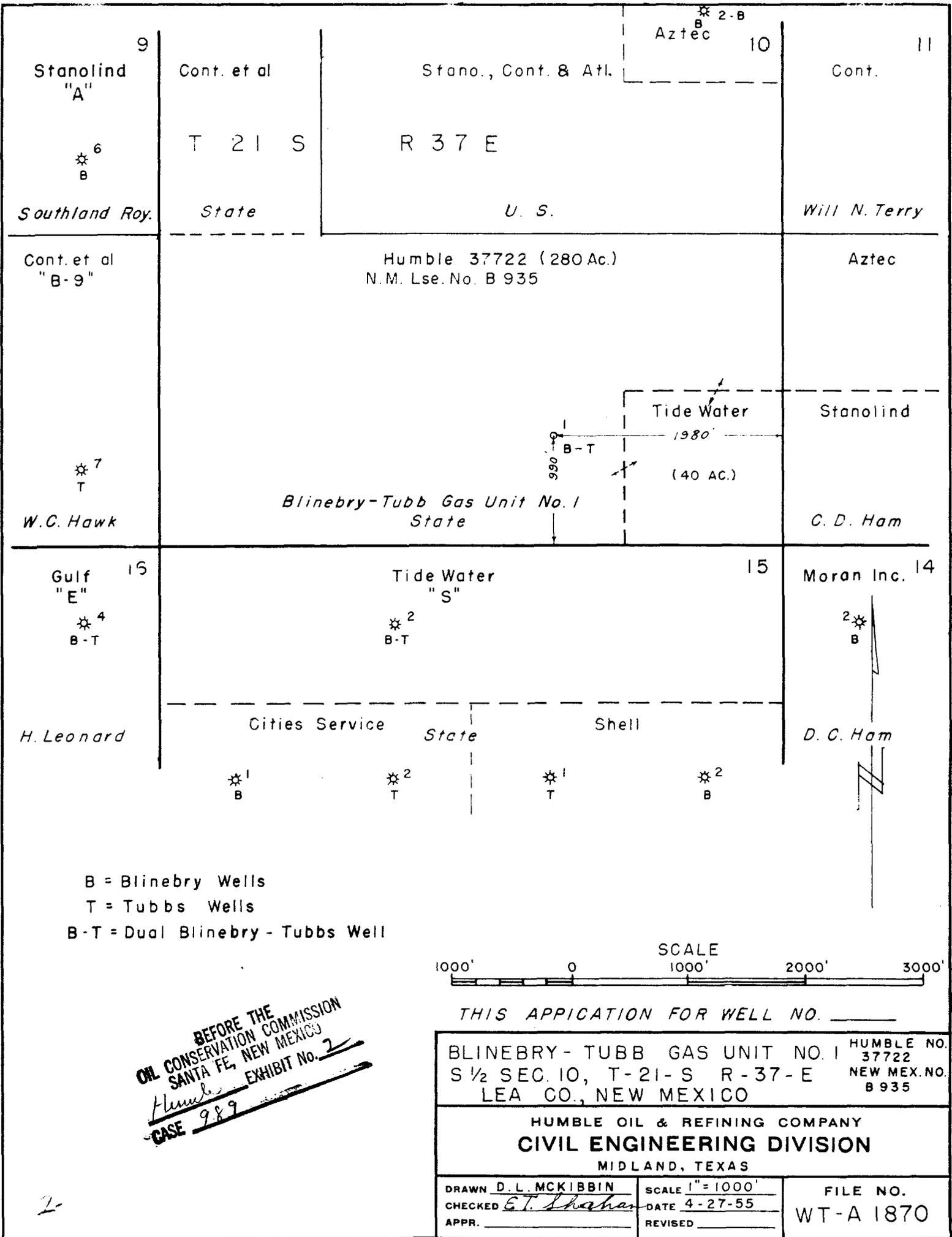
same are hereby amended so that the provisions thereof will conform with the provisions of said Communitization Agreement and so that the terms of said leases will conform to the provisions of said agreement.

IN WITNESS WHEREOF, this Certificate of Approval is executed as of this the 29th day of June, 1955.

Subject to like approval by the Oil Conservation Commission.

E. Swacker

Commissioner of Public Lands



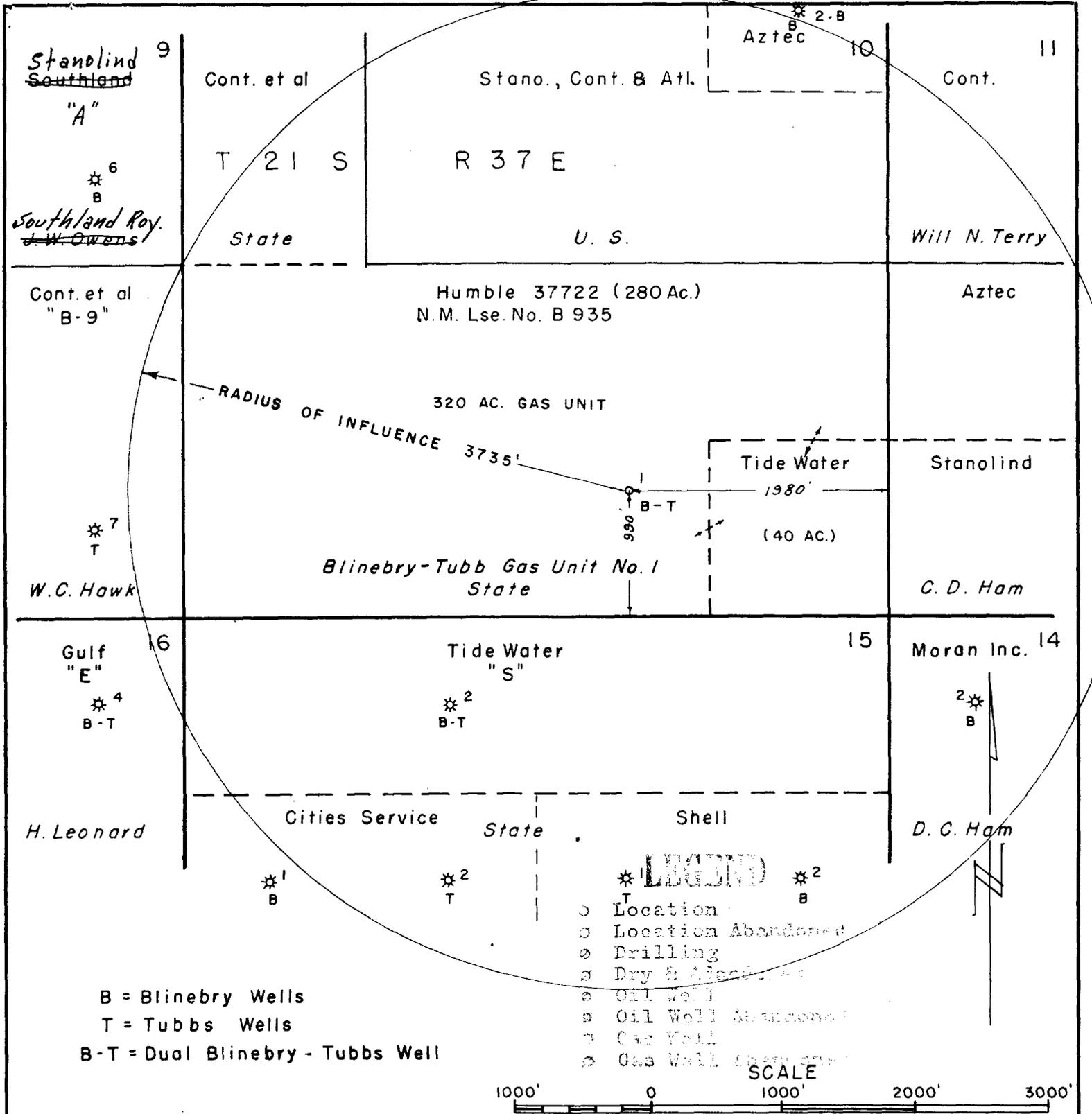
BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
Humble
EXHIBIT No. 2
CASE 989



THIS APPLICATION FOR WELL NO. _____

BLINEBRY - TUBB GAS UNIT NO. 1		HUMBLE NO. 37722
S 1/2 SEC. 10, T-21-S R-37-E		NEW MEX. NO. B 935
LEA CO., NEW MEXICO		
HUMBLE OIL & REFINING COMPANY CIVIL ENGINEERING DIVISION MIDLAND, TEXAS		
DRAWN <u>D.L. MCKIBBIN</u>	SCALE <u>1" = 1000'</u>	FILE NO. WT-A 1870
CHECKED <u>E.T. Shahan</u>	DATE <u>4-27-55</u>	
APPR. _____	REVISED _____	

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B = Blinebry Wells
 T = Tubbs Wells
 B-T = Dual Blinebry - Tubbs Well

LEGEND

- ⊙ Location
- ⊙ Location Abandoned
- ⊙ Drilling
- ⊙ Dry & Abandoned
- ⊙ Oil Well
- ⊙ Oil Well Abandoned
- ⊙ Gas Well
- ⊙ Gas Well Abandoned

SCALE
 1000' 0 1000' 2000' 3000'

THIS APPLICATION FOR WELL NO. 1

I hereby certify that I am a duly licensed professional engineer and/or land surveyor in the State of New Mexico; that I am familiar with the contents of this application on this land and that the same is true and correct. I hereby certify that the map or plat attached to this application accurately shows, according to the requirements of the law, the location, bearing and distances of the proposed well, the location of the land survey corners and sections.

Surveyed 29 April 1953
E. T. Shahan
 Registered Professional Engineer & Land Surveyor
 in the State of New Mexico. (Seal)

BLINEBRY - TUBB GAS UNIT NO. 1		HUMBLE NO. 37722
S 1/2 SEC. 10, T-21-S R-37-E		NEW MEX. NO. B 935
LEA CO., NEW MEXICO		
HUMBLE OIL & REFINING COMPANY CIVIL ENGINEERING DIVISION MIDLAND, TEXAS		
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APPR. _____	REVISED _____	

EN. 5
Case 987

Humble Oil & Refining Company
Current Allowable
MCF/Month/160-Acre Unit

<u>1955</u>	<u>Blinebry</u>	<u>Tubb</u>
January	33,745	31,116
February	16,314	22,862
March	38,055	26,668
April	24,394	23,831
May	9,057	11,165
June	15,234	12,848
July	11,061	3,326
August	18,316	26,817
September	17,265	19,491
October	19,266	34,248
November	22,191	5,060
December	25,331	31,379
Total	250,229	248,811
Avg. Monthly	20,852	20,735
Avg. Daily MCF	686	682

BEFORE THE
OIL CONSERVATION COMMISSION

987

2

HUMBLE OIL & REFINING COMPANY
INDIVIDUAL WELL RECORD
PRODUCTION TESTS

ORIGINAL SUBSEA DEPTH
GAS-OIL CONTACT
WATER-OIL CONTACT

SUBSEA PROD. SECTION OPEN
FROM TO
F PERF. NO. HOLES

DISTRICT **Robbo** FIELD **Blinbery-Tubb** LEASE **Blinbery-Tubb Gas Unit** WELL NO. **1**

DATE OF TEST	HOURS TESTED	SIZE CHOKE OR PLUNGER	TOTAL OIL PROD. BBL./DAY	ALLOWABLE BBL./DAY	RATE OF PRODUCTION BBL./DAY		% BS&W	RATE OF GAS PROD. MCF/DAY		RATIO—CU. FT./BBL.		TUBING PRESS. OR S.P.M.	CASING PRESS. LGTH. STROKE OR KICK OFF	TRAP PRESS.	REMARKS
					FLUID	OIL		INPUT	OUTPUT	INPUT GAS-FLUID	OUTPUT GAS-OIL				
10-24-55	20	6/16	260		312			6034		Interval Tested 5576 to 5672					Oil Gravity 57.7 @ 60
10-25-55	24	7/16	165		165			5880		19,340	1500				66.4 @ 60
10-26-55	12	7/16	55		110			6,200		35,640	1420				60.2 @ 60
10-27-55	16.5	7/16	89		129.5			6,150		47,876	1350				55.4 @ 60
10-28-55	11	8/16	72		157.1			6,150		29,147	1350				60.5 @ 60
Interval Tested from 5576 to 5804															
10-29-55	13.5	8/16	104		185	20		5,860		31,670	900				53.0 @ 60
10-30-55	24	8/16	82		62	60		6,540		105,484	1000				54.8 @ 60
10-31-55	4	8/16	16		96	20		6,540		68,125	1025				55.7 @ 60
1-1-55	4.5	8/16	23		110.4	20		4,980		45,273	-				45.8 @ 60
1-5-55	4.5	6/16	11.7		62.4	-		4,820		71,243	1350				59.2 @ 60
1-6-55	5	10/16	42		201.6	20		5,680		27,175	700				
1-7-55	2	8/16	13		156	7		5,160		33,077	1250			1850 psi shut in pressure	55.4 @ 60
1-9-55	3.5	6/16	23.5		161.	7		3,203		19,894				(No Time)	58.3 @ 60
1-10-55	24	6/16	118.4		118.4	8		4,155		32,460	1350				51 @ 60
1-11-55	24	6/16	77		77	8		3,290		42,727	1350				51.6 @ 60
1-12-55	24.2	9/16	43		46.9	8		2,875		61,279	1350				
Tubb Section															
9-30-55	15	8/16	116					5,317			1200				51 @ 60
10-1-55	24	8/16	92			1		6,153			1250				62 @ 60
10-2-55	10	8/16	19.9			25		2,965			375				58.2 @ 60
10-4-55	9	8/16	16.7			9		2,970			375				59.2 @ 60
1-5-55	4	10/16						4,449			375				
1-6-55	5	6/16						2,148			800				
1-7-55	4	6/16	33.7					2,336			1000			1800 pounds shut in pressure	
1-8-55	8	12/16	6			10		2,697			300				47 @ 60